



“Addendum A-3”

Amendment dated 08/08/2022 to lease Zariz Transport THIRTY EIGHT (38) underslung genset units for a minimum of 548-day term lease agreement” dated April 08, 2022, between the Genset Pool Inc. (TGP) and Zariz Transport. The parties agree as follows.

Locations Include:

Port Newark, New Jersey

Rates:

Long Term Lease -\$14.21 per unit per day.

Mounting & Grounding Charge: \$50.00/unit

Gate in \$19.75

Gate out \$19.75

Fueling Charge \$20.00 per fill plus amount of fuel replaced at current cost of fuel. All gensets leave full.

If the unit returns to the depot for anything other than maintenance the gate fees will apply.

All maintenance and roadside assistance to gensets included. Damage will be repaired and rebilled to lessee.

Terms:

Long Term Lease is minimum 548 days

Billing for charges is monthly

Payment terms are 30 days

Gate fees are waived when dropping and swapping units for repair

Equipment:

Underslung Genset

ZARIZ TRANSPORT

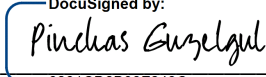
By: 
6281CD2B93F243C...
Name: Pinchas Guzelgul
Title: COO

EXHIBIT E

**The Genset Pool, INC**

See Below

See Below, NJ 07095

601-228-2847

customerservice@gensetpool.com

INVOICE

BILL TO

Zariz Transport Inc.
Zariz Transport Inc.
678 Doremus Avenue
Newark, NJ 07105

INVOICE 7317
DATE 04/30/2023
TERMS Net 30
DUE DATE 05/30/2023

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Genset Chassis Rentals Newark	Genset Rental Unit Charge APRIL 2023 NEWARK	30 14.21	426.30

Remit Payment To:
Genset Pool Inc.
BCB Bank C/O Genset Pool
378 Amboy Ave
Woodbridge, NJ 07095

BALANCE DUE

\$426.30

ACH/Wire Bank: BCB Community Bank

Please email the remittance to
accounting@gensetpool.com

**The Genset Pool, INC**

See Below

See Below, NJ 07095

601-228-2847

customerservice@gensetpool.com

INVOICE

BILL TO

Zariz Transport Inc.
Zariz Transport Inc.
678 Doremus Avenue
Newark, NJ 07105

INVOICE 7224
DATE 04/30/2023
TERMS Net 30
DUE DATE 05/30/2023

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Genset Chassis Rentals Savannah	Genset Rental Unit Charge APRIL 2023 SAVANNAH	60 32.56	1,953.60

Remit Payment To:
Genset Pool Inc.
BCB Bank C/O Genset Pool
378 Amboy Ave
Woodbridge, NJ 07095

BALANCE DUE

\$1,953.60

ACH/Wire Bank: BCB Community Bank



Please email the remittance to
accounting@gensetpool.com



The Genset Pool, INC

See Below

See Below, NJ 07095

601-228-2847

customerservice@gensetpool.com

INVOICE

BILL TO

Zariz Transport Inc.
Zariz Transport Inc.
678 Doremus Avenue
Newark, NJ 07105

INVOICE 7059
DATE 03/31/2023
TERMS Net 30
DUE DATE 04/30/2023

DATE	DESCRIPTION	QTY	RATE	AMOUNT	
	Genset Chassis Rentals Newark	Genset Rental Unit Charge MARCH 2023 NEWARK	94	14.21	1,335.74
	Gate Fees Newark	Gate Activity	3	19.75	59.25

Remit Payment To:
Genset Pool Inc.
BCB Bank C/O Genset Pool
378 Amboy Ave
Woodbridge, NJ 07095

BALANCE DUE

\$1,394.99

ACH/Wire Bank: BCB Community Bank



Please email the remittance to
accounting@gensetpool.com



The Genset Pool, INC

See Below

See Below, NJ 07095

601-228-2847

customerservice@gensetpool.com

INVOICE

BILL TO

Zariz Transport Inc.
Zariz Transport Inc.
678 Doremus Avenue
Newark, NJ 07105

INVOICE 6952
DATE 03/31/2023
TERMS Net 30
DUE DATE 04/30/2023

DATE	DESCRIPTION	QTY	RATE	AMOUNT	
	Genset Chassis Rentals Savannah	Genset Rental Unit Charge MARCH 2023 SAVANNAH	93	32.56	3,028.08
	Fuel Charge Savannah	Gallons Used	21	5.50	115.50
	Gate Fees Savannah	Gate Activity	1	19.85	19.85
	Fueling Fee Savannah	Fueling Fee	1	20.00	20.00

Remit Payment To:
Genset Pool Inc.
BCB Bank C/O Genset Pool
378 Amboy Ave
Woodbridge, NJ 07095

BALANCE DUE

\$3,183.43

ACH/Wire Bank: BCB Community Bank



Please email the remittance to
accounting@gensetpool.com



The Genset Pool, INC

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601-228-2847

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INVOICE

BILL TO

Zariz Transport Inc.
Zariz Transport Inc.
678 Doremus Avenue
Newark, NJ 07105

INVOICE 6742
DATE 02/28/2023
TERMS Net 30
DUE DATE 03/30/2023

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Genset Chassis Rentals Savannah			
	Genset Rental Unit Charge FEBRUARY 2023 SAVANNAH	84	32.56	2,735.04

Remit Payment To:
Genset Pool Inc.
BCB Bank C/O Genset Pool
378 Amboy Ave
Woodbridge, NJ 07095

BALANCE DUE

\$2,735.04

ACH/Wire Bank: BCB Community Bank



Please email the remittance to
accounting@gensetpool.com

**The Genset Pool, INC**

See Below

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601-228-2847

customerservice@gensetpool.com

INVOICE**BILL TO**

Zariz Transport Inc.
Zariz Transport Inc.
678 Doremus Avenue
Newark, NJ 07105

INVOICE 6654
DATE 02/28/2023
TERMS Net 30
DUE DATE 03/30/2023

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Genset Chassis Rentals Newark	Genset Rental Unit Charge FEBRUARY 2023 NEWARK	84 14.21	1,193.64

Remit Payment To:
Genset Pool Inc.
BCB Bank C/O Genset Pool
378 Amboy Ave
Woodbridge, NJ 07095

BALANCE DUE**\$1,193.64**

ACH/Wire Bank: BCB Community Bank



Please email the remittance to
accounting@gensetpool.com



The Genset Pool, INC

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INVOICE

BILL TO

Zariz Transport Inc.
Zariz Transport Inc.
678 Doremus Avenue
Newark, NJ 07105

INVOICE 6541
DATE 01/31/2023
TERMS Net 30
DUE DATE 03/02/2023

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	Genset Chassis Rentals Savannah	Genset Rental Unit Charge JANUARY 2023 SAVANNAH	122	32.56	3,972.32
	Fuel Charge Savannah	Gallons Used	16	5.75	92.00
	Gate Fees Savannah	Gate Activity	2	19.85	39.70
	Fueling Fee Savannah	Fueling Fee	1	20.00	20.00

Remit Payment To:
Genset Pool Inc.
BCB Bank C/O Genset Pool
378 Amboy Ave
Woodbridge, NJ 07095

BALANCE DUE

\$4,124.02

ACH/Wire Bank: BCB Community Bank



Please email the remittance to
accounting@gensetpool.com



The Genset Pool, INC

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See Below, NJ 07095

601-228-2847

customerservice@gensetpool.com

INVOICE

BILL TO

Zariz Transport Inc.
Zariz Transport Inc.
678 Doremus Avenue
Newark, NJ 07105

INVOICE 6497
DATE 01/31/2023
TERMS Net 30
DUE DATE 03/02/2023

DATE	DESCRIPTION	QTY	RATE	AMOUNT	
	Genset Chassis Rentals Newark	Genset Rental Unit Charge JANUARY 2023 NEWARK	106	14.21	1,506.26
	Gate Fees Newark	Gate Activity	1	19.75	19.75

Remit Payment To:
Genset Pool Inc.
BCB Bank C/O Genset Pool
378 Amboy Ave
Woodbridge, NJ 07095

BALANCE DUE

\$1,526.01

ACH/Wire Bank: BCB Community Bank



Please email the remittance to
accounting@gensetpool.com



The Genset Pool, INC

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601-228-2847

customerservice@gensetpool.com

INVOICE

BILL TO

Zariz Transport Inc.
Zariz Transport Inc.
678 Doremus Avenue
Newark, NJ 07105

INVOICE 6243
DATE 12/31/2022
TERMS Net 30
DUE DATE 01/30/2023

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Genset Chassis Rentals Newark	Genset Rental Unit Charge DECEMBER 2022 NEWARK	605 14.21	8,597.05
	Gate Fees Newark	Gate Activity	32 19.75	632.00
	Genset Chassis Rentals Newark	Genset Rental Unit Charge DECEMBER 2022- 40GU	92 32.56	2,995.52
	Fuel Charge Newark	Gallons Used	152 4.95	752.40
	Gate Fees Newark	Gate Activity	8 19.75	158.00
	Fueling Fee Newark	Fueling Fee	8 20.00	160.00

Remit Payment To:
Genset Pool Inc.
BCB Bank C/O Genset Pool
378 Amboy Ave
Woodbridge, NJ 07095

BALANCE DUE

\$13,294.97

ACH/Wire Bank: BCB Community Bank

Please email the remittance to
accounting@gensetpool.com


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601-228-2847

customerservice@gensetpool.com

INVOICE

BILL TO

Zariz Transport Inc.
Zariz Transport Inc.
678 Doremus Avenue
Newark, NJ 07105

INVOICE 6170
DATE 12/31/2022
TERMS Net 30
DUE DATE 01/30/2023

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Genset Chassis Rentals Savannah			
	Genset Rental Unit Charge DECEMBER 2022 SAVANNAHA	155	32.56	5,046.80

Remit Payment To:
Genset Pool Inc.
BCB Bank C/O Genset Pool
378 Amboy Ave
Woodbridge, NJ 07095

BALANCE DUE

\$5,046.80

ACH/Wire Bank: BCB Community Bank

Please email the remittance to
accounting@gensetpool.com


The Genset Pool, INC

See Below

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601-228-2847

customerservice@gensetpool.com

INVOICE

BILL TO

Zariz Transport Inc.
Zariz Transport Inc.
678 Doremus Avenue
Newark, NJ 07105

INVOICE 6050
DATE 11/30/2022
TERMS Net 30
DUE DATE 12/30/2022

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	Genset Chassis Rentals Newark	Genset Rental Unit Charge NOVEMBER 2022	1,080	14.21	15,346.80
	Genset Chassis Rentals Newark	Genset Rental Unit Charge NOVEMBER 2022- 40GU	240	32.56	7,814.40

Remit Payment To:
Genset Pool Inc.
BCB Bank C/O Genset Pool
378 Amboy Ave
Woodbridge, NJ 07095

BALANCE DUE
\$23,161.20

ACH/Wire Bank: BCB Community Bank

Please email the remittance to
accounting@gensetpool.com



The Genset Pool, INC

See Below

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601-228-2847

customerservice@gensetpool.com

INVOICE

BILL TO

Zariz Transport Inc.
Zariz Transport Inc.
678 Doremus Avenue
Newark, NJ 07105

INVOICE 5949
DATE 11/30/2022
TERMS Net 30
DUE DATE 12/30/2022

DATE	DESCRIPTION	QTY	RATE	AMOUNT	
	Genset Chassis Rentals Savannah	Genset Rental Unit Charge NOVEMBER 2022 SAVANNAH	160	32.56	5,209.60
	Fuel Charge Savannah	Gallons Used	38	5.75	218.50
	Gate Fees Savannah	Gate Activity	1	19.85	19.85
	Fueling Fee Savannah	Fueling Fee	1	20.00	20.00

Remit Payment To:
Genset Pool Inc.
BCB Bank C/O Genset Pool
378 Amboy Ave
Woodbridge, NJ 07095

BALANCE DUE

\$5,467.95

ACH/Wire Bank: BCB Community Bank

Please email the remittance to
accounting@gensetpool.com



The Genset Pool, INC

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601-228-2847

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INVOICE

BILL TO

Zariz Transport Inc.
Zariz Transport Inc.
678 Doremus Avenue
Newark, NJ 07105

INVOICE 5942
DATE 11/29/2022
TERMS Net 30
DUE DATE 12/29/2022

DATE		DESCRIPTION	QTY	RATE	AMOUNT
08/24/2022	Toll Violations	Toll Violation 08/24/2022 TGPZ428797 New Jersey Turnpike PA TURNPIKE/FLORENCE	1	28.24	28.24
	Service Fees	Service charges	1	20.00	20.00

Remit Payment To:
Genset Pool Inc.
BCB Bank C/O Genset Pool
378 Amboy Ave
Woodbridge, NJ 07095

BALANCE DUE

\$48.24

ACH/Wire Bank: BCB Community Bank

Please email the remittance to
accounting@gensetpool.com



The Genset Pool, INC

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601-228-2847

customerservice@gensetpool.com

INVOICE

BILL TO

Zariz Transport Inc.
Zariz Transport Inc.
678 Doremus Avenue
Newark, NJ 07105

INVOICE 5898
DATE 11/16/2022
TERMS Net 30
DUE DATE 12/16/2022

DATE		DESCRIPTION	QTY	RATE	AMOUNT
09/19/2022	Toll Violations	Toll Violation 9/19/2022 TGPG403886 PAPER TOLL NEW JERSEY TURNPIKE TRANSACTION ID. T132290370182 PLATE NO. U790817	1	89.25	89.25
	Service Fees	Service charges	1	20.00	20.00

Remit Payment To:
Genset Pool Inc.
BCB Bank C/O Genset Pool
378 Amboy Ave
Woodbridge, NJ 07095

BALANCE DUE

\$109.25

ACH/Wire Bank: BCB Community Bank

Please email the remittance to
accounting@gensetpool.com



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601-228-2847

customerservice@gensetpool.com

INVOICE

BILL TO

Zariz Transport Inc.
Zariz Transport Inc.
678 Doremus Avenue
Newark, NJ 07105

INVOICE 5883
DATE 11/10/2022
TERMS Net 30
DUE DATE 12/10/2022

DATE		DESCRIPTION	QTY	RATE	AMOUNT
08/13/2022	Toll Violations	Toll Violation 8/13/2022 TGPZ428797 New Jersey Turnpike NEW BRUNWICK/ADMIN/B	1	26.02	26.02
	Toll Violations	Toll Violation 8/13/2022 TGPZ428797 New Jersey Turnpike I-78/NEWARK AIRPORT	1	26.02	26.02
	Service Fees	ADMIN FEE	1	20.00	20.00

Remit Payment To:
Genset Pool Inc.
BCB Bank C/O Genset Pool
378 Amboy Ave
Woodbridge, NJ 07095

BALANCE DUE

\$72.04

ACH/Wire Bank: BCB Community Bank

Please email the remittance to
accounting@gensetpool.com

**The Genset Pool, INC**

See Below

See Below, NJ 07095

601-228-2847

customerservice@gensetpool.com

INVOICE**BILL TO**

Zariz Transport Inc.
Zariz Transport Inc.
678 Doremus Avenue
Newark, NJ 07105

INVOICE 5876
DATE 11/04/2022
TERMS Due on receipt
DUE DATE 11/04/2022

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	MAINTENANCE & REPAIRS SAVANNAH			
	DAMAGED EQUIPMENT TAXZ442461 SPOTTED FLAT TIRED	1	465.68	465.68
	Service Fees			
	Service charges	1	20.00	20.00

Remit Payment To:
Genset Pool Inc.
BCB Bank C/O Genset Pool
378 Amboy Ave
Woodbridge, NJ 07095

BALANCE DUE**\$485.68**

ACH/Wire Bank: BCB Community Bank

Please email the remittance to
accounting@gensetpool.com



The Genset Pool, INC

See Below

See Below, NJ 07095

601-228-2847

customerservice@gensetpool.com

INVOICE

BILL TO

Zariz Transport Inc.
Zariz Transport Inc.
678 Doremus Avenue
Newark, NJ 07105

INVOICE 5868
DATE 10/31/2022
TERMS Net 30
DUE DATE 11/30/2022

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	Genset Chassis Rentals Newark	Genset Rental Unit Charge OCTOBER 2022	1,116	14.21	15,858.36
	Genset Chassis Rentals Newark	Genset Rental Unit Charge OCTOBER 2022- 40GU	248	32.56	8,074.88

Remit Payment To:
Genset Pool Inc.
BCB Bank C/O Genset Pool
378 Amboy Ave
Woodbridge, NJ 07095

BALANCE DUE

\$23,933.24

ACH/Wire Bank: BCB Community Bank

Please email the remittance to
accounting@gensetpool.com



The Genset Pool, INC

See Below

See Below, NJ 07095

601-228-2847

customerservice@gensetpool.com

INVOICE

BILL TO

Zariz Transport Inc.
Zariz Transport Inc.
678 Doremus Avenue
Newark, NJ 07105

INVOICE 5728
DATE 10/31/2022
TERMS Net 30
DUE DATE 11/30/2022

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	Genset Chassis Rentals Savannah	Genset Rental Unit Charge OCTOBER 2022 SAVANNAH	224	32.56	7,293.44
	Fuel Charge Savannah	Gallons Used	62	5.50	341.00
	Gate Fees Savannah	Gate Activity	2	19.85	39.70
	Fueling Fee Savannah	Fueling Fee	2	20.00	40.00

Remit Payment To:
Genset Pool Inc.
BCB Bank C/O Genset Pool
378 Amboy Ave
Woodbridge, NJ 07095

BALANCE DUE

\$7,714.14

ACH/Wire Bank: BCB Community Bank

Please email the remittance to
accounting@gensetpool.com

**The Genset Pool, INC**

See Below

See Below, NJ 07095

601-228-2847

customerservice@gensetpool.com

INVOICE

BILL TO

Zariz Transport Inc.
Zariz Transport Inc.
678 Doremus Avenue
Newark, NJ 07105

INVOICE 5662
DATE 10/18/2022
TERMS Net 30
DUE DATE 11/17/2022

DATE		DESCRIPTION	QTY	RATE	AMOUNT
08/12/2022	Toll Violations	Toll Violation 8/12/2022 TGPG405030 New Jersey Turnpike Toll: I-287/METUCHEN/EDISO	1	21.28	21.28
	Service Fees	ADMIN FEE	1	20.00	20.00

Remit Payment To:
Genset Pool Inc.
BCB Bank C/O Genset Pool
378 Amboy Ave
Woodbridge, NJ 07095

BALANCE DUE

\$41.28

ACH/Wire Bank: BCB Community Bank

Please email the remittance to
accounting@gensetpool.com



The Genset Pool, INC

See Below

See Below, NJ 07095

601-228-2847

customerservice@gensetpool.com

INVOICE

BILL TO

Zariz Transport Inc.
Zariz Transport Inc.
678 Doremus Avenue
Newark, NJ 07105

INVOICE 5563
DATE 09/30/2022
TERMS Net 30
DUE DATE 10/30/2022

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	Genset Chassis Rentals Newark	Genset Rental Unit Charge SEPTEMBER 2022	617	14.21	8,767.57
	Gate Fees Newark	Gate Activity	36	19.75	711.00
	Genset Chassis Rentals Newark	Genset Rental Unit Charge SEPTEMBER 2022- 40GU	243	32.56	7,912.08
	Fuel Charge Newark	Gallons Used	28	6.04	169.12
	Gate Fees Newark	Gate Activity	3	19.75	59.25
	Fueling Fee Newark	Fueling Fee	2	20.00	40.00

Remit Payment To:
Genset Pool Inc.
BCB Bank C/O Genset Pool
378 Amboy Ave
Woodbridge, NJ 07095

BALANCE DUE

\$17,659.02

ACH/Wire Bank: BCB Community Bank

Please email the remittance to
accounting@gensetpool.com



The Genset Pool, INC

See Below

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601-228-2847

customerservice@gensetpool.com

INVOICE

BILL TO

Zariz Transport Inc.
Zariz Transport Inc.
678 Doremus Avenue
Newark, NJ 07105

INVOICE 5514
DATE 09/30/2022
TERMS Net 30
DUE DATE 10/30/2022

DATE	DESCRIPTION	QTY	RATE	AMOUNT	
	Genset Chassis Rentals Savannah	Genset Rental Unit Charge September 2022	240	32.56	7,814.40

Remit Payment To:
Genset Pool Inc.
BCB Bank C/O Genset Pool
378 Amboy Ave
Woodbridge, NJ 07095

BALANCE DUE

\$7,814.40

ACH/Wire Bank: BCB Community Bank

Please email the remittance to
accounting@gensetpool.com



The Genset Pool, INC

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601-228-2847

customerservice@gensetpool.com

INVOICE

BILL TO

Zariz Transport Inc.
Zariz Transport Inc.
678 Doremus Avenue
Newark, NJ 07105

INVOICE 5407
DATE 09/16/2022
TERMS Net 30
DUE DATE 10/16/2022

DATE		DESCRIPTION	QTY	RATE	AMOUNT
07/27/2022	Toll Violations	Toll Violation TGPG405030 New Jersey Turnpike I-78/NEWARK AIRPORT	1	22.67	22.67
	Service Fees	ADMIN FEE	1	20.00	20.00

Remit Payment To:
Genset Pool Inc.
BCB Bank C/O Genset Pool
378 Amboy Ave
Woodbridge, NJ 07095

BALANCE DUE

\$42.67

ACH/Wire Bank: BCB Community Bank

Please email the remittance to
accounting@gensetpool.com

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601-228-2847

customerservice@gensetpool.com

INVOICE

BILL TO

Zariz Transport Inc.
Zariz Transport Inc.
678 Doremus Avenue
Newark, NJ 07105

INVOICE 5220
DATE 09/06/2022
TERMS Net 30
DUE DATE 10/06/2022

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	MAINTENANCE & REPAIRS NEWARK			
	DAMAGED EQUIPMENT TGPZ471374 Fuel tank replacement	1	1,518.06	1,518.06
	Service Fees			
	Service charges	1	20.00	20.00

Remit Payment To:
Genset Pool Inc.
BCB Bank C/O Genset Pool
378 Amboy Ave
Woodbridge, NJ 07095

BALANCE DUE

\$1,538.06

ACH/Wire Bank: BCB Community Bank

Please email the remittance to
accounting@gensetpool.com



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601-228-2847

customerservice@gensetpool.com

INVOICE

BILL TO

Zariz Transport Inc.
Zariz Transport Inc.
678 Doremus Avenue
Newark, NJ 07105

INVOICE 5314
DATE 08/31/2022
TERMS Net 30
DUE DATE 09/30/2022

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	Genset Chassis Rentals Newark	Genset Rental Unit Charge AUGUST 2022 NEWARK	302	32.56	9,833.12
	Fuel Charge Newark	Gallons Used	61	6.19	377.59
	Gate Fees Newark	Gate Activity	13	19.75	256.75
	Fueling Fee Newark	Fueling Fee	6	20.00	120.00

Remit Payment To:
Genset Pool Inc.
BCB Bank C/O Genset Pool
378 Amboy Ave
Woodbridge, NJ 07095

PAYMENT 10,587.46

BALANCE DUE **\$0.00**
PAID

ACH/Wire Bank: BCB Community Bank

Please email the remittance to
accounting@gensetpool.com



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601-228-2847

customerservice@gensetpool.com

INVOICE

BILL TO

Zariz Transport Inc.
Zariz Transport Inc.
678 Doremus Avenue
Newark, NJ 07105

INVOICE 5266
DATE 08/31/2022
TERMS Net 30
DUE DATE 09/30/2022

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Genset Chassis Rentals Savannah	Genset Rental Unit Charge AUGUST 2022	248 32.56	8,074.88

Remit Payment To:
Genset Pool Inc.
BCB Bank C/O Genset Pool
378 Amboy Ave
Woodbridge, NJ 07095

PAYMENT 8,074.88

BALANCE DUE \$0.00

PAID

ACH/Wire Bank: BCB Community Bank

Please email the remittance to
accounting@gensetpool.com



The Genset Pool, INC

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601-228-2847

customerservice@gensetpool.com

INVOICE

BILL TO

Zariz Transport Inc.
Zariz Transport Inc.
678 Doremus Avenue
Newark, NJ 07105

INVOICE 5213
DATE 08/25/2022
TERMS Due on receipt
DUE DATE 08/25/2022

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	MAINTENANCE & REPAIRS NEWARK			
	PUMP AND PRIME FUEL FOR 2 UNITS TGPZ428583, TGPZ471198	96	8.08	775.68
	MAINTENANCE & REPAIRS NEWARK			
	PUMP AND PRIME LABOR TGPZ428583, TGPZ471198	2	36.80	73.60
	Service Fees			
	Service charges	1	20.00	20.00

Remit Payment To:
Genset Pool Inc.
BCB Bank C/O Genset Pool
378 Amboy Ave
Woodbridge, NJ 07095

PAYMENT 869.28

BALANCE DUE **\$0.00**
PAID

ACH/Wire Bank: BCB Community Bank

Please email the remittance to
accounting@gensetpool.com



The Genset Pool, INC

See Below
 See Below, NJ 07095
 601-228-2847
 customerservice@gensetpool.com

INVOICE

BILL TO Zariz Transport Inc. Zariz Transport Inc. 678 Doremus Avenue Newark, NJ 07105	INVOICE 4982 DATE 08/02/2022 TERMS Net 30 DUE DATE 09/01/2022
---	--

DATE		DESCRIPTION	QTY	RATE	AMOUNT
05/19/2022	Toll Violations	Toll Violation TGPZ448593 New Jersey Turnpike GEO WASHINGTON BR/US	1	20.95	20.95
05/19/2022	Toll Violations	Toll Violation TGPZ448593 New Jersey Turnpike I-78/NEWARK AIRPORT	1	21.79	21.79
05/19/2022	Toll Violations	Toll Violation TGPZ448593 Metropolitan Transportation Authority Bridges and Tunnels THROGS NECK BR.	1	60.05	60.05
05/19/2022	Toll Violations	Toll Violation TGPZ448593 Metropolitan Transportation Authority Bridges and Tunnels THROGS NECK BR.	1	60.05	60.05
	Service Fees	Service charges	4	20.00	80.00

Remit Payment To:
 Genset Pool Inc.
 BCB Bank C/O Genset Pool
 378 Amboy Ave
 Woodbridge, NJ 07095

PAYMENT	242.84
---------	--------

BALANCE DUE	\$0.00
-------------	---------------

PAID

ACH/Wire Bank: BCB Community Bank

Please email the remittance to
 accounting@gensetpool.com



The Genset Pool, INC

See Below

See Below, NJ 07095

601-228-2847

customerservice@gensetpool.com

INVOICE

BILL TO

Zariz Transport Inc.
Zariz Transport Inc.
678 Doremus Avenue
Newark, NJ 07105

INVOICE 5124
DATE 07/31/2022
TERMS Net 30
DUE DATE 08/30/2022

DATE	DESCRIPTION	QTY	RATE	AMOUNT	
	Genset Chassis Rentals Newark	Genset Rental Unit Charge JULY 2022 NEWARK	240	32.56	7,814.40
	Fuel Charge Newark	Gallons Used	8	6.55	52.40
	Gate Fees Newark	Gate Activity	7	19.50	136.50
	Fueling Fee Newark	Fueling Fee	1	20.00	20.00

Remit Payment To:
Genset Pool Inc.
BCB Bank C/O Genset Pool
378 Amboy Ave
Woodbridge, NJ 07095

PAYMENT 8,023.30

BALANCE DUE **\$0.00**
PAID

ACH/Wire Bank: BCB Community Bank

Please email the remittance to
accounting@gensetpool.com


The Genset Pool, INC

See Below

See Below, NJ 07095

601-228-2847

customerservice@gensetpool.com

INVOICE

BILL TO

Zariz Transport Inc.
Zariz Transport Inc.
678 Doremus Avenue
Newark, NJ 07105

INVOICE 5054
DATE 07/31/2022
TERMS Net 30
DUE DATE 08/30/2022

DATE	DESCRIPTION	QTY	RATE	AMOUNT	
	Genset Chassis Rentals Savannah	Genset Rental Unit Charge JULY 2022 SAVANNAH	248	32.56	8,074.88

Remit Payment To:
Genset Pool Inc.
BCB Bank C/O Genset Pool
378 Amboy Ave
Woodbridge, NJ 07095

PAYMENT 8,074.88

BALANCE DUE **\$0.00**

PAID

ACH/Wire Bank: BCB Community Bank

Please email the remittance to
accounting@gensetpool.com



The Genset Pool, INC

See Below

See Below, NJ 07095

601-228-2847

customerservice@gensetpool.com

INVOICE

BILL TO

Zariz Transport Inc.
Zariz Transport Inc.
678 Doremus Avenue
Newark, NJ 07105

INVOICE 4781
DATE 07/11/2022
TERMS Net 30
DUE DATE 08/10/2022

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	MAINTENANCE & REPAIRS NEWARK			
	DAMAGED EQUIPMENT TGPZ429171 ROF - flat spotted -	1	237.02	237.02
	Service Fees			
	Service charges	1	20.00	20.00

Remit Payment To:
Genset Pool Inc.
BCB Bank C/O Genset Pool
378 Amboy Ave
Woodbridge, NJ 07095

PAYMENT 257.02

BALANCE DUE **\$0.00**

PAID

ACH/Wire Bank: BCB Community Bank

Please email the remittance to
accounting@gensetpool.com



The Genset Pool, INC

See Below

See Below, NJ 07095

601-228-2847

customerservice@gensetpool.com

INVOICE

BILL TO

Zariz Transport Inc.
Zariz Transport Inc.
678 Doremus Avenue
Newark, NJ 07105

INVOICE 4906
DATE 06/30/2022
TERMS Net 30
DUE DATE 07/30/2022

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	Genset Chassis Rentals Savannah	Genset Rental Unit Charge JUNE 2022 SAVANNAH	284	32.56	9,247.04
	Fuel Charge Savannah	Gallons Used	196	7.14	1,399.44
	Gate Fees Savannah	Gate Activity	2	19.85	39.70
	Fueling Fee Savannah	Fueling Fee	7	20.00	140.00

Remit Payment To:
Genset Pool Inc.
BCB Bank C/O Genset Pool
378 Amboy Ave
Woodbridge, NJ 07095

PAYMENT 10,826.18

BALANCE DUE **\$0.00**
PAID

ACH/Wire Bank: BCB Community Bank

Please email the remittance to
accounting@gensetpool.com



The Genset Pool, INC

See Below

See Below, NJ 07095

601-228-2847

customerservice@gensetpool.com

INVOICE

BILL TO

Zariz Transport Inc.
Zariz Transport Inc.
678 Doremus Avenue
Newark, NJ 07105

INVOICE 4831
DATE 06/30/2022
TERMS Net 30
DUE DATE 07/31/2022

DATE	DESCRIPTION	QTY	RATE	AMOUNT	
	Genset Chassis Rentals Newark	Genset Rental Unit Charge JUNE 2022	255	32.56	8,302.80
	Fuel Charge Newark	Gallons Used	75	6.55	491.25
	Gate Fees Newark	Gate Activity	4	19.75	79.00
	Fueling Fee Newark	Fueling Fee	3	20.00	60.00

Remit Payment To:
Genset Pool Inc.
BCB Bank C/O Genset Pool
378 Amboy Ave
Woodbridge, NJ 07095

PAYMENT 8,933.05

BALANCE DUE

\$0.00
PAID

ACH/Wire Bank: BCB Community Bank

Please email the remittance to
accounting@gensetpool.com



The Genset Pool, INC

See Below

See Below, NJ 07095

601-228-2847

customerservice@gensetpool.com

INVOICE

BILL TO

Zariz Transport Inc.
Zariz Transport Inc.
678 Doremus Avenue
Newark, NJ 07105

INVOICE 4743
DATE 06/22/2022
TERMS Net 30
DUE DATE 07/22/2022

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	MAINTENANCE & REPAIRS SAVANNAH			
	DAMAGED EQUIPMENT TGPZ417897 BROKEN TAILLIGHT	1	44.95	44.95

Remit Payment To:
Genset Pool Inc.
BCB Bank C/O Genset Pool
378 Amboy Ave
Woodbridge, NJ 07095

PAYMENT 44.95

BALANCE DUE **\$0.00**

PAID

ACH/Wire Bank: BCB Community Bank

Please email the remittance to
accounting@gensetpool.com



The Genset Pool, INC

See Below

See Below, NJ 07095

601-228-2847

customerservice@gensetpool.com

INVOICE

BILL TO

Zariz Transport Inc.
Zariz Transport Inc.
678 Doremus Avenue
Newark, NJ 07105

INVOICE 4734
DATE 06/20/2022
TERMS Net 30
DUE DATE 07/20/2022

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	MAINTENANCE & REPAIRS NEWARK			
	DAMAGED EQUIPMENT TGPZ429049	1	146.82	146.82
	R/rear twist lock assembly - bent -			
	Service Fees			
	Service charges	1	20.00	20.00

Remit Payment To:
Genset Pool Inc.
BCB Bank C/O Genset Pool
378 Amboy Ave
Woodbridge, NJ 07095

PAYMENT 166.82

BALANCE DUE **\$0.00**

PAID

ACH/Wire Bank: BCB Community Bank

Please email the remittance to
accounting@gensetpool.com


The Genset Pool, INC

See Below

See Below, NJ 07095

601-228-2847

customerservice@gensetpool.com

INVOICE

BILL TO

Zariz Transport Inc.
Zariz Transport Inc.
678 Doremus Avenue
Newark, NJ 07105

INVOICE 4542
DATE 06/02/2022
TERMS Net 30
DUE DATE 07/02/2022

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	MAINTENANCE & REPAIRS NEWARK			
	DAMAGED EQUIPMENT TAXZ442614 l/rear pin lock - missing-	1	147.00	147.00
	Service Fees			
	Service charges	1	20.00	20.00

Remit Payment To:
Genset Pool Inc.
BCB Bank C/O Genset Pool
378 Amboy Ave
Woodbridge, NJ 07095

PAYMENT 167.00

BALANCE DUE **\$0.00**

PAID

ACH/Wire Bank: BCB Community Bank

Please email the remittance to
accounting@gensetpool.com



The Genset Pool, INC

See Below

See Below, NJ 07095

601-228-2847

customerservice@gensetpool.com

INVOICE

BILL TO

Zariz Transport Inc.
Zariz Transport Inc.
678 Doremus Avenue
Newark, NJ 07105

INVOICE 4682
DATE 05/31/2022
TERMS Net 30
DUE DATE 06/30/2022

DATE	DESCRIPTION	QTY	RATE	AMOUNT	
	Genset Chassis Rentals Savannah	Genset Rental Unit Charge MAY 2022 SAVANNAH	311	32.56	10,126.16
	Fuel Charge Savannah	Gallons Used	22	5.85	128.70
	Gate Fees Savannah	Gate Activity	2	19.85	39.70
	Fueling Fee Savannah	Fueling Fee	1	20.00	20.00

Remit Payment To:
Genset Pool Inc.
BCB Bank C/O Genset Pool
378 Amboy Ave
Woodbridge, NJ 07095

PAYMENT 10,314.56

BALANCE DUE

\$0.00

PAID

ACH/Wire Bank: BCB Community Bank

Please email the remittance to
accounting@gensetpool.com


The Genset Pool, INC

See Below

See Below, NJ 07095

601-228-2847

customerservice@gensetpool.com

INVOICE

BILL TO

Zariz Transport Inc.
Zariz Transport Inc.
678 Doremus Avenue
Newark, NJ 07105

INVOICE 4659
DATE 05/31/2022
TERMS Net 30
DUE DATE 06/30/2022

DATE	DESCRIPTION	QTY	RATE	AMOUNT	
	Genset Chassis Rentals Newark	Genset Rental Unit Charge MAY 2022 NEWRK	255	32.56	8,302.80
	Gate Fees Newark	Gate Activity	10	19.75	197.50

Remit Payment To:
Genset Pool Inc.
BCB Bank C/O Genset Pool
378 Amboy Ave
Woodbridge, NJ 07095

PAYMENT

8,500.30

BALANCE DUE
\$0.00
PAID

ACH/Wire Bank: BCB Community Bank

Please email the remittance to
accounting@gensetpool.com



The Genset Pool, INC

See Below

See Below, NJ 07095

601-228-2847

customerservice@gensetpool.com

INVOICE

BILL TO

Zariz Transport Inc.
Zariz Transport Inc.
678 Doremus Avenue
Newark, NJ 07105

INVOICE 4505
DATE 05/20/2022
TERMS Net 30
DUE DATE 06/19/2022

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	MAINTENANCE & REPAIRS NEWARK			
	DAMAGED EQUIPMENT TGPZ428573	1	474.04	474.04
	IR LOR FLAT SPOTTED -			
	Service Fees			
	Service charges	1	20.00	20.00

Remit Payment To:
Genset Pool Inc.
BCB Bank C/O Genset Pool
378 Amboy Ave
Woodbridge, NJ 07095

PAYMENT 494.04

BALANCE DUE **\$0.00**

PAID

ACH/Wire Bank: BCB Community Bank

Please email the remittance to
accounting@gensetpool.com



The Genset Pool, INC

See Below

See Below, NJ 07095

601-228-2847

customerservice@gensetpool.com

INVOICE

BILL TO

Zariz Transport Inc.
Zariz Transport Inc.
678 Doremus Avenue
Newark, NJ 07105

INVOICE 4434
DATE 04/30/2022
TERMS Net 30
DUE DATE 05/30/2022

DATE	DESCRIPTION	QTY	RATE	AMOUNT	
	Genset Chassis Rentals Savannah	Genset Rental Unit Charge APRIL 2022 SAVANNAH	185	32.56	6,023.60
	Gate Fees Savannah	Gate Activity	10	19.85	198.50

Remit Payment To:
Genset Pool Inc.
BCB Bank C/O Genset Pool
378 Amboy Ave
Woodbridge, NJ 07095

PAYMENT 6,222.10

BALANCE DUE **\$0.00**

PAID

ACH/Wire Bank: BCB Community Bank

Please email the remittance to
accounting@gensetpool.com

CARLOS J. GALARCE, ESQ.
Attorney ID 024411981
41 Vreeland Ave
Totowa, NJ 07512
(973) 785-3939
Attorneys for Plaintiff

OCEAN NETWORK EXPRESS (NORTH AMERICA) INC agent for CARRIER ONE NETWORK EXPRESS PTE LTD,) SUPERIOR COURT OF NEW JERSEY
) LAW DIVISION
) ESSEX COUNTY
)
)
Plaintiff,)
vs) Docket No.
)
) CIVIL ACTION
ZARIZ TRANSPORT INC)
) COMPLAINT
)
Defendant,)
)

Plaintiff, having a place of business at 8730 Stony Point Parkway, Richmond, VA 23235
complaining of the defendant says:

FIRST COUNT
BREACH OF CONTRACT

1. That the defendant maintains a place of business at 252 Doremus Ave., Newark, NJ 07105.
2. That Ocean One Network Express (North America) Inc is a participant in the Uniform Intermodal Exchange and Facilities Access Agreement (the Agreement) as an Equipment Provider participant and as such the plaintiff agreed to be bound by the provisions of the Agreement regarding the use of equipment such as container(s) and chassis in intermodal interchange services.
3. The defendant Zariz Transport Inc is a Motor Carrier participant to the Agreement

APXEXB00443 **00481**

and as such is bound by the provisions of the Agreement.

4. Pursuant to the terms of the Agreement the defendant by doing business with the plaintiff was bound by the terms of the plaintiff's addendum to the Agreement.

5. That Ocean Network Express beginning on November 2, 2022 and times thereafter shipped cargo from various destinations to and from ports in the United States.

6. That the defendant was the motor carrier who was contracted to deliver to and pick up the cargo at the aforesaid ports.

7. The defendant failed to pick up, deliver, and return the empty container/chassis on a timely basis.

8. That on account of the defendant's failure to timely pick up, deliver, and return the empty container/chassis within the free-time allotted by the plaintiff the defendant incurred per diem/demurrage charges due to the plaintiff as set forth in the Agreement and Addendum. The amount of these charges totals \$191,690.00.

9. Upon information and belief, the defendant has defaulted in its agreement with the plaintiff by failing to pay plaintiff the aforesaid sum which sum is due and owing in its entirety.

10. Payment of the aforesaid sum has been demanded but has not been received by the plaintiff.

11. In addition, thereto the Agreement provides that in the event an action should be brought by a party to enforce the terms of the Agreement that party shall be entitled to reasonable attorney's fees,

WHEREFORE, the plaintiff demands judgment on the First Count against the defendant Zariz Transport Inc in the sum of \$191,690.00 together with attorney's fees, interest and costs of suit.

SECOND COUNT
QUANTUM MERUIT

1. Plaintiff repeats each and every allegation of the First Count as though same were repeated herein at length.
2. The plaintiff performed and provided services for the defendant Zariz Transport Inc at the request of said defendant with the expectation of payment for same.
3. The plaintiff is entitled to recover the reasonable value of the services it provided to the defendant Zariz Transport Inc.
4. It would be inequitable for the defendant to receive the benefit of the services provided by the plaintiff and not pay for the fair value of those services.

WHEREFORE the plaintiff demands judgment on the Second Count against the defendant Zariz Transport Inc in the sum of \$191,690.00 together with interest and costs of suit.

THIRD COUNT
UNJUST ENRICHMENT

1. Plaintiff repeats each and every allegation of the First, and Second Counts as though same were repeated herein at length.
2. The Plaintiff performed services for the defendant Zariz Transport Inc. with the expectation of payment.
3. The defendant Zariz Transport Inc benefited from the service provided by the plaintiff.
4. It would be unjust for the defendant Zariz Transport Inc to receive this benefit without compensating the plaintiff for them
5. The defendant Zariz Transport Inc has been unjustly enriched by receiving the benefit of the services provided by the plaintiff without payment for same.

WHEREFORE, the plaintiff demands judgment on the Third Count against the defendant Zariz Transport Inc in the sum of \$191,690.00 together with interest and costs of suit.

FOURTH COUNT
ACCOUNT STATED

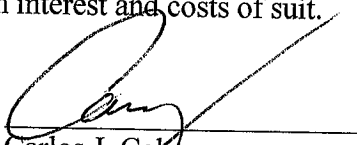
1. Plaintiff repeats each and every allegation of the First, Second and Third Counts as though same were repeated herein at length.
2. That heretofore, plaintiff rendered to the defendant Zariz Transport Inc monthly, full and true accounts of the indebtedness as a result of the aforesaid agreement in an amount as hereinabove set forth, which account statements were delivered to and accepted without objection by the defendant resulting in an account stated for the amount set forth above.

WHEREFORE, the plaintiff demands judgment on the Third Count against the defendant Zariz Transport Inc in the sum of \$191,690.00 together with interest and costs of suit.

FIFTH COUNT
BOOK ACCOUNT

1. Plaintiff repeats each and every allegation of the First, Second, Third and Fourth Counts as though same were repeated herein at length.
2. Plaintiff's books and records reflect that there is money due and owing by the defendant Zariz Transport Inc to the plaintiff.
3. That there is due from the defendant Zariz Transport Inc to the defendant the sum of \$191,690.00 on a certain book account.
4. Payment of the aforesaid sum has been demanded but payment has not been made.

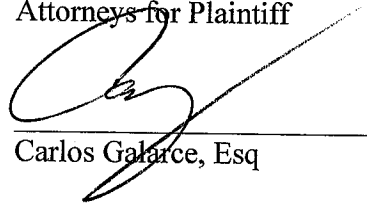
WHEREFORE the plaintiff demands judgment on the Fifth Count against the defendant Zariz Transport Inc in the sum of \$191,690.00 together with interest and costs of suit.


Carlos J. Galarce
Attorney for the Plaintiff

RULE 4:5-1 CERTIFICATION

I hereby certify that pursuant to R. 4:5-1 that the matter in controversy is not, to the best of my knowledge, the subject of any action pending in any court or pending arbitration proceeding, nor is any other action or arbitration proceeding contemplated. I further certify that to the best of my knowledge no other parties need to be joined in this action.

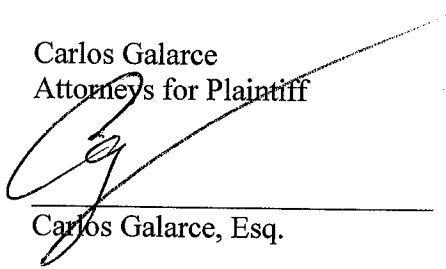
Carlos Galarce
Attorneys for Plaintiff


Carlos Galarce, Esq

RULE 1:38-7(c) CERTIFICATION

I certify that confidential personal identifiers have been redacted from documents now submitted to the court and will be redacted from all documents submitted in the future in accordance with R.1:38-7(b).

Carlos Galarce
Attorneys for Plaintiff


Carlos Galarce, Esq.

From: Walter Benzija <wbenzija@halperinlaw.net>
Sent: Wednesday, November 1, 2023 2:10 PM
To: J. Stephen Simms <jssimms@simmsshowers.com>
Cc: Scott A. Ziluck <sziluck@halperinlaw.net>; Debra M. Hnat <dhnat@simmsshowers.com>; Catherine M. Benson <cmbenson@simmsshowers.com>; Gary C. Murphy <gcmurphy@simmsshowers.com>
Subject: RE: Trend Intermodal Chassis Leasing LLC v. Zariz Transport Inc., Case. No. 3:23-cv-01143-L - Maritime garnishment writ to Kuehne + Nagel Inc.; Further Service of Writ - Thanks

Steve:

By way of update, my client advises that final drayage services contracted to Zariz has been completed with a total of \$132,781.16 being held pursuant to the Writ and awaiting further order of the court. This concludes K+N's business dealings with Zariz.

Please let me know of any developments and, in particular, if there is an anticipated/expected timeline for the release of these monies.

Best regards,

Walter



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IRS Circular 230 Disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. Federal Tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein

To Summary

00487

Filing Information

Filing Number:	56852523	Full Filing Number:	56852523
Filing Date:	10/12/2023		
Filing Type:	ORIGINAL		
		Filing State:	NJ
Filing Office:	SECRETARY OF STATE/UCC DIVISION	Filing Office Location:	315 W STATE ST TRENTON, NJ 08618

Debtor Information

Debtor Name:	YAAKOV GUZELGUL ISRAEL	Debtor Address:	4770 FOX HUNT TRL BOCA RATON, FL 33487
Debtor Name:	ZARIZ TRANSPORT INC.	Debtor Address:	678 DOREMUS AVE NEWARK, NJ 07105
		Debtor Business DUN:	12-411-7352
Debtor Name:	ZARIZ TRANSPORTATION INC	Debtor Address:	678 DOREMUS AVE NEWARK, NJ 07105
		Debtor Business DUN:	11-599-5929

Secured Party or Creditor Information

	CORPORATION SERVICE		P.O. BOX 2576
--	---------------------	--	---------------

Secured Party Name:	COMPANY, AS REPRESENTATIVE	Secured Party Address:	UCCSPREP@CSCINFO.COM SPRINGFIELD, IL 62708
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[To Summary](#)**Filing Information**

Filing Number:	202300652430	Full Filing Number:	202300652430
Filing Date:	3/9/2023	Expiration Date:	03/09/2028
Total Number of Filing Pages:	3		
Filing Type:	ORIGINAL		
		Filing State:	FL
Filing Office:	SECRETARY OF STATE/UCC DIVISION	Filing Office Location:	500 SOUTH BRONOUGH STREET TALLAHASSEE, FL 32399

Debtor Information

Debtor Name:	COOL DRAY, LLC	Debtor Address:	7601 N FEDERAL HWY STE B- 230 BOCA RATON, FL 33487
		Debtor Business DUN:	10-502-5090
Debtor Name:	GUZELGUL,YAAKOV ISRAEL	Debtor Address:	4770 FOX HUNT TRL BOCA RATON, FL 33487
Debtor Name:	YIG HOLDINGS, LLC	Debtor Address:	7601 N FEDERAL HWY STE B- 230 BOCA RATON, FL 33487
		Debtor Business DUN:	11-511-9531
Debtor Name:	ZARIZ LEASING, LLC	Debtor Address:	601 N FEDERAL HWY STE B-230 BOCA RATON, FL 33487
Debtor Name:	ZARIZ LOGISTICS INC	Debtor Address:	7601 N FEDERAL HWY STE B- 230 BOCA RATON, FL 33487
		Debtor Business DUN:	11-531-6257
Debtor Name:	ZARIZ ROAD SERVICE, LLC	Debtor Address:	7601 N FEDERAL HWY STE B- 230 BOCA RATON, FL 33487
		Debtor Business DUN:	11-533-9802
Debtor Name:	ZARIZ TRANSPORT INC.	Debtor Address:	678 DOREMUS AVE NEWARK, NJ 07105
		Debtor Business DUN:	12-411-7352
Debtor Name:	ZARIZ TRANSPORT INC.	Debtor Address:	7601 N FEDERAL HWY STE 230B BOCA RATON, FL 33487
		Debtor Business DUN:	04-819-0049
Debtor Name:	ZARIZ TRANSPORTATION INC	Debtor Address:	678 DOREMUS AVE NEWARK, NJ 07105
		Debtor Business DUN:	11-599-5929

Secured Party or Creditor Information

Secured Party Name:	CORPORATION SERVICE COMPANY, AS REPRESENTATIVE	Secured Party Address:	P.O. BOX 2576 UCCSPREP@CSCINFO.COM SPRINGFIELD, IL 62708
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[To Summary](#)**Filing Information**

Filing Number:	56397512	Full Filing Number:	56397512
Filing Date:	1/20/2023		

Filing Type:	ORIGINAL	Filing State:	NJ
Filing Office:	SECRETARY OF STATE/UCC DIVISION	Filing Office Location:	315 W STATE ST TRENTON, NJ 08618

Debtor Information

Debtor Name:	ZARIZ TRANSPORT INC.	Debtor Address:	678 DOREMUS AVE NEWARK, NJ 07105
		Debtor Business DUN:	12-411-7352

Secured Party or Creditor Information

Secured Party Name:	C T CORPORATION SYSTEM, AS REPRESENTATIVE	Secured Party Address:	330 N BRAND BLVD, SUITE 700;ATTN: SPRS GLENDALE, CA 91203
----------------------------	--	-------------------------------	---

[To Summary](#)**Filing Information**

Filing Number:	722072902	Full Filing Number:	00722072902
Filing Date:	12/15/2022		
Filing Type:	ORIGINAL		
		Filing State:	GA
Filing Office:	BARROW COUNTY SUPERIOR COURT CLERKS OFFICE	Filing Office Location:	30 N BROAD ST WINDER, GA 30680

Debtor Information

Debtor Name:	COOL DRAY LLC	Debtor Address:	110 B EDISON COURT MONSEY, NY 10952
Debtor Name:	COOL DRAY LLC	Debtor Address:	175 CONTAINER ROAD SAVANNAH, GA 31414
Debtor Name:	COOL DRAY LLC	Debtor Address:	678 DOREMUS AVE SUITE-B NEWARK, NJ 07105
Debtor Name:	COOL DRAY LLC	Debtor Address:	6960 S BANNOCK ST, APT 8 LITTLETON, CO 80120
Debtor Name:	COOL DRAY LLC	Debtor Address:	7601 N FEDERAL HWY STE B- 230 BOCA RATON, FL 33487
		Debtor Business DUN:	10-502-5090
Debtor Name:	COOL DRAY, LLC	Debtor Address:	7601 N FEDERAL HWY STE B- 230 BOCA RATON, FL 33487
Debtor Name:	GUZELGUL, YAAKOV	Debtor Address:	32 BESEN PKWY AIRMONT, NY 10952
Debtor Name:	GUZELGUL, YAAKOV	Debtor Address:	4770 FOXHUNT TRAIL BOCA RATON, FL 33487
Debtor Name:	ZARIZ GROUP, LLC	Debtor Address:	7601 N FEDERAL HWY STE B- 230 BOCA RATON, FL 33487
		Debtor Business DUN:	11-529-5233
Debtor Name:	ZARIZ LEASING, LLC	Debtor Address:	7601 N FEDERAL HWY STE B- 230 BOCA RATON, FL 33487
		Debtor Business DUN:	11-530-3983
Debtor Name:	ZARIZ LOGISTICS INC	Debtor Address:	7601 N FEDERAL HWY STE B- 205 BOCA RATON, FL 33487
		Debtor Business DUN:	11-531-6257

Debtor Name:	ZARIZ TRANSPORT INC.	Debtor Address:	175 CONTAINER ROAD SAVANNAH, GA 31414
Debtor Name:	ZARIZ TRANSPORT INC.	Debtor Address:	678 DOREMUS AVE SUITE-B NEWARK, NJ 07105
		Debtor Business DUN:	12-411-7352
Debtor Name:	ZARIZ TRANSPORT INC.	Debtor Address:	6960 S BANNOCK ST, APT 8 LITTLETON, CO 80120
Debtor Name:	ZARIZ TRANSPORT INC.	Debtor Address:	7601 N FEDERAL HWY STE B- 230 BOCA RATON, FL 33487
		Debtor Business DUN:	04-819-0049
Debtor Name:	ZARIZ TRANSPORT INCORPORATED	Debtor Address:	110 B EDISON COURT MONSEY, NY 10952
		Debtor Business DUN:	09-145-8007

Secured Party or Creditor Information

Secured Party Name:	QUANTUM 222 TRUST	Secured Party Address:	9300 METCALF AVE OVERLAND PARK, KS 66212
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[To Summary](#)

Filing Information

Filing Number:	2212136918657	Full Filing Number:	2212136918657
Filing Date:	12/13/2022		
Filing Time:	11:17PM		
Filing Type:	ORIGINAL		
		Filing State:	NY
Filing Office:	SECRETARY OF STATE/UCC DIVISION	Filing Office Location:	162 WASHINGTON AVE ALBANY, NY 12210

Debtor Information

Debtor Name:	COOL DRAY LLC	Debtor Address:	110 E EDISON COURT MONSEY, NY 10952
Debtor Name:	COOL DRAY LLC	Debtor Address:	175 CONTAINER ROAD SAVANNAH, GA 31414
Debtor Name:	COOL DRAY LLC	Debtor Address:	678 DOREMUS AVE SUITE-B NEWARK, NJ 07105
Debtor Name:	COOL DRAY LLC	Debtor Address:	6960 S BANNOCK ST, APT 8 LITTLETON, CO 80120
Debtor Name:	COOL DRAY LLC	Debtor Address:	7601 N FEDERAL HWY STE B- 230 BOCA RATON, FL 33487
		Debtor Business DUN:	10-502-5090
Debtor Name:	COOL DRAY, LLC	Debtor Address:	7601 N FEDERAL HWY STE B- 230 BOCA RATON, FL 33487
Debtor Name:	GUZELGUL, YAAKOV	Debtor Address:	32 BESEN PKWY AIRMONT, NY 10952
Debtor Name:	GUZELGUL, YAAKOV	Debtor Address:	4770 FOXHUNT TRAIL BOCA RATON, FL 33487
Debtor Name:	ZARIZ GROUP, LLC	Debtor Address:	7601 N FEDERAL HWY STE B- 230 BOCA RATON, FL 33487
		Debtor Business DUN:	11-529-5233

Debtor Name:	ZARIZ LEASING, LLC	Debtor Address:	7601 N FEDERAL HWY STE B-230 BOCA RATON, FL 33487
		Debtor Business DUN:	11-530-3985
Debtor Name:	ZARIZ LOGISTICS INC	Debtor Address:	7601 N FEDERAL HWY STE B-230 BOCA RATON, FL 33487
		Debtor Business DUN:	11-531-6257
Debtor Name:	ZARIZ TRANSPORT INC	Debtor Address:	175 CONTAINER ROAD SAVANNAH, GA 31414
Debtor Name:	ZARIZ TRANSPORT INC.	Debtor Address:	678 DOREMUS AVE SUITE-B NEWARK, NJ 07105
		Debtor Business DUN:	12-411-7352
Debtor Name:	ZARIZ TRANSPORT INC.	Debtor Address:	6960 S BANNOCK ST, APT 8 LITTLETON, CO 80120
Debtor Name:	ZARIZ TRANSPORT INC.	Debtor Address:	7601 N FEDERAL HWY STE B-230 BOCA RATON, FL 33487
		Debtor Business DUN:	04-819-0049
Debtor Name:	ZARIZ TRANSPORT INCORPORATED	Debtor Address:	110 E EDISON COURT MONSEY, NY 10952
		Debtor Business DUN:	09-145-8007

Secured Party or Creditor Information

Secured Party Name:	QUANTUM 222 TRUST	Secured Party Address:	9300 METCALF AVE OVERLAND PARK, KS 66212
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[To Summary](#)

Filing Information

Filing Number:	20222125397	Full Filing Number:	20222125397
Filing Date:	12/13/2022	Expiration Date:	12/13/2027
Filing Time:	9:18PM		
Filing Type:	ORIGINAL		
		Filing State:	CO
Filing Office:	SECRETARY OF STATE/UCC DIVISION	Filing Office Location:	1560 BROADWAY DENVER, CO 80202

Debtor Information

Debtor Name:	COOL DRAY LLC	Debtor Address:	110 B EDISON COURT MONSEY, NY 10952
Debtor Name:	COOL DRAY LLC	Debtor Address:	175 CONTAINER ROAD SAVANNAH, GA 31414
Debtor Name:	COOL DRAY LLC	Debtor Address:	678 DOREMUS AVE SUITE-B NEWARK, NJ 07105
Debtor Name:	COOL DRAY LLC	Debtor Address:	6960 S BANNOCK ST, APT 8 LITTLETON, CO 80120
Debtor Name:	COOL DRAY LLC	Debtor Address:	7601 N FEDERAL HWY STE B-230 BOCA RATON, FL 33487
		Debtor Business DUN:	10-502-5090
Debtor Name:	COOL DRAY, LLC	Debtor Address:	7601 N FEDERAL HWY STE B-230 BOCA RATON, FL 33487
Debtor Name:	GUZELGUL, YAAKOV	Debtor Address:	32 BESEN PKWY AIRMONT, NY 10952

Debtor Name:	GUZELGUL, YAAKOV	Debtor Address:	4770 FOXHUNT TRAIL BOCA RATON, FL 33487
Debtor Name:	ZARIZ GROUP, LLC	Debtor Address:	7601 N FEDERAL HWY STE B-230 BOCA RATON, FL 33487
		Debtor Business DUN:	11-529-5233
Debtor Name:	ZARIZ LEASING, LLC	Debtor Address:	7601 N FEDERAL HWY STE B-230 BOCA RATON, FL 33487
		Debtor Business DUN:	11-530-3983
Debtor Name:	ZARIZ LOGISTICS INC	Debtor Address:	7601 N FEDERAL HWY STE B-205 BOCA RATON, FL 33487
		Debtor Business DUN:	11-531-6257
Debtor Name:	ZARIZ TRANSPORT INC.	Debtor Address:	175 CONTAINER ROAD SAVANNAH, GA 31414
Debtor Name:	ZARIZ TRANSPORT INC.	Debtor Address:	678 DOREMUS AVE SUITE-B NEWARK, NJ 07105
		Debtor Business DUN:	12-411-7352
Debtor Name:	ZARIZ TRANSPORT INC.	Debtor Address:	6960 S BANNOCK ST, APT 8 LITTLETON, CO 80120
Debtor Name:	ZARIZ TRANSPORT INC.	Debtor Address:	7601 N FEDERAL HWY STE B-230 BOCA RATON, FL 33487
		Debtor Business DUN:	04-819-0049
Debtor Name:	ZARIZ TRANSPORT INCORPORATED	Debtor Address:	110 B EDISON COURT MONSEY, NY 10952
		Debtor Business DUN:	09-145-8007

Secured Party or Creditor Information

Secured Party Name:	QUANTUM 222 TRUST	Secured Party Address:	9300 METCALF AVE OVERLAND PARK, KS 66212
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[To Summary](#)

Filing Information

Filing Number:	202203901237	Full Filing Number:	202203901237
Filing Date:	12/13/2022	Expiration Date:	12/13/2027
Total Number of Filing Pages:	4		
Filing Type:	ORIGINAL		
		Filing State:	FL
Filing Office:	SECRETARY OF STATE/UCC DIVISION	Filing Office Location:	500 SOUTH BRONOUGH STREET TALLAHASSEE, FL 32399

Debtor Information

Debtor Name:	COOL DRAY LLC	Debtor Address:	110 B EDISON COURT MONSEY, NY 10952
Debtor Name:	COOL DRAY LLC	Debtor Address:	175 CONTAINER ROAD SAVANNAH, GA 31414
Debtor Name:	COOL DRAY LLC	Debtor Address:	678 DOREMUS AVE SUITE-B NEWARK, NJ 07105
Debtor Name:	COOL DRAY LLC	Debtor Address:	6960 S BANNOCK ST, APT 8 LITTLETON, CO 80120
			7601 N FEDERAL HWY STE B-

Debtor Name:	COOL DRAY LLC	Debtor Address:	230 BOCA RATON, FL 33487
		Debtor Business DUN:	10-502-5090
Debtor Name:	COOL DRAY, LLC	Debtor Address:	7601 N FEDERAL HWY STE B-230 BOCA RATON, FL 33487
Debtor Name:	GUZELGUL,YAAKOV	Debtor Address:	32 BESEN PKWY AIRMONT, NY 10952
Debtor Name:	GUZELGUL,YAAKOV	Debtor Address:	4770 FOXHUNT TRAIL BOCA RATON, FL 33487
Debtor Name:	ZARIZ GROUP, LLC	Debtor Address:	7601 N FEDERAL HWY STE B-230 BOCA RATON, FL 33487
		Debtor Business DUN:	11-529-5233
Debtor Name:	ZARIZ LEASING, LLC	Debtor Address:	7601 N FEDERAL HWY STE B-230 BOCA RATON, FL 33487
		Debtor Business DUN:	11-530-3983
Debtor Name:	ZARIZ LOGISTICS INC	Debtor Address:	7601 N FEDERAL HWY STE B-205 BOCA RATON, FL 33487
		Debtor Business DUN:	11-531-6257
Debtor Name:	ZARIZ TRANSPORT INC.	Debtor Address:	175 CONTAINER ROAD SAVANNAH, GA 31414
Debtor Name:	ZARIZ TRANSPORT INC.	Debtor Address:	678 DOREMUS AVE SUITE-B NEWARK, NJ 07105
		Debtor Business DUN:	12-411-7352
Debtor Name:	ZARIZ TRANSPORT INC.	Debtor Address:	6960 S BANNOCK ST, APT 8 LITTLETON, CO 80120
Debtor Name:	ZARIZ TRANSPORT INC.	Debtor Address:	7601 N FEDERAL HWY STE B-230 BOCA RATON, FL 33487
		Debtor Business DUN:	04-819-0049
Debtor Name:	ZARIZ TRANSPORT INCORPORATED	Debtor Address:	110 B EDISON COURT MONSEY, NY 10952
		Debtor Business DUN:	09-145-8007

Secured Party or Creditor Information

Secured Party Name:	QUANTUM 222 TRUST	Secured Party Address:	9300 METCALF AVE OVERLAND PARK, KS 66212
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[To Summary](#)

Filing Information

Filing Number:	56337886	Full Filing Number:	56337886
Filing Date:	12/13/2022		
Filing Type:	ORIGINAL		
		Filing State:	NJ
Filing Office:	SECRETARY OF STATE/UCC DIVISION	Filing Office Location:	315 W STATE ST TRENTON, NJ 08618

Debtor Information

Debtor Name:	COOL DRAY LLC	Debtor Address:	110 B EDISON COURT MONSEY, NY 10952
Debtor Name:	COOL DRAY LLC	Debtor Address:	175 CONTAINER ROAD SAVANNAH, GA 31414

Debtor Name:	COOL DRAY LLC	Debtor Address:	678 DOREMUS AVE SUITE-B NEWARK, NJ 07105
Debtor Name:	COOL DRAY LLC	Debtor Address:	6960 S BANNOCK ST, APT 8 LITTLETON, CO 80120
Debtor Name:	COOL DRAY LLC	Debtor Address:	7601 N FEDERAL HWY STE B- 230 BOCA RATON, FL 33487
		Debtor Business DUN:	10-502-5090
Debtor Name:	COOL DRAY, LLC	Debtor Address:	7601 N FEDERAL HWY STE B- 230 BOCA RATON, FL 33487
Debtor Name:	YAAKOV GUZELGUL	Debtor Address:	32 BESEN PKWY AIRMONT, NY 10952
Debtor Name:	YAAKOV GUZELGUL	Debtor Address:	4770 FOXHUNT TRAIL BOCA RATON, FL 33487
Debtor Name:	ZARIZ GROUP, LLC	Debtor Address:	7601 N FEDERAL HWY STE B- 230 BOCA RATON, FL 33487
		Debtor Business DUN:	11-529-5233
Debtor Name:	ZARIZ LEASING, LLC	Debtor Address:	7601 N FEDERAL HWY STE B- 230 BOCA RATON, FL 33487
		Debtor Business DUN:	11-530-3983
Debtor Name:	ZARIZ LOGISTICS INC	Debtor Address:	7601 N FEDERAL HWY STE B- 205 BOCA RATON, FL 33487
		Debtor Business DUN:	11-531-6257
Debtor Name:	ZARIZ TRANSPORT INC.	Debtor Address:	175 CONTAINER ROAD SAVANNAH, GA 31414
Debtor Name:	ZARIZ TRANSPORT INC.	Debtor Address:	678 DOREMUS AVE SUITE-B NEWARK, NJ 07105
		Debtor Business DUN:	12-411-7352
Debtor Name:	ZARIZ TRANSPORT INC.	Debtor Address:	6960 S BANNOCK ST, APT 8 LITTLETON, CO 80120
Debtor Name:	ZARIZ TRANSPORT INC.	Debtor Address:	7601 N FEDERAL HWY STE B- 230 BOCA RATON, FL 33487
		Debtor Business DUN:	04-819-0049
Debtor Name:	ZARIZ TRANSPORT INCORPORATED	Debtor Address:	110 B EDISON COURT MONSEY, NY 10952
		Debtor Business DUN:	09-145-8007

Secured Party or Creditor Information

Secured Party Name:	QUANTUM 222 TRUST	Secured Party Address:	9300 METCALF AVE OVERLAND PARK, KS 66212
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[To Summary](#)

Filing Information

Filing Number:	722065292	Full Filing Number:	00722065292
Filing Date:	11/8/2022		
Filing Type:	ORIGINAL		
		Filing State:	GA
Filing Office:	BARROW COUNTY SUPERIOR COURT CLERKS OFFICE	Filing Office Location:	30 N BROAD ST WINDER, GA 30680

Debtor Information

Debtor Name:	COOL DRAY, LLC	Debtor Address:	7601 N FEDERAL HWY STE B-230 BOCA RATON, FL 33487
		Debtor Business DUN:	10-502-5090
Debtor Name:	ZARIZ GROUP, LLC	Debtor Address:	7601 N FEDERAL HWY STE B-230 BOCA RATON, FL 33487
		Debtor Business DUN:	11-529-5233
Debtor Name:	ZARIZ LEASING, LLC	Debtor Address:	7601 N FEDERAL HWY STE B-230 BOCA RATON, FL 33487
		Debtor Business DUN:	11-530-3983
Debtor Name:	ZARIZ TRANSPORT INC.	Debtor Address:	5585 OLD DIXIE ROAD FOREST PARK, FL 30297
Debtor Name:	ZARIZ TRANSPORT INC.	Debtor Address:	678 DOREMUS AVE NEWARK, NJ 07105
		Debtor Business DUN:	12-411-7352
Debtor Name:	ZARIZ TRANSPORT INC.	Debtor Address:	7601 N FEDERAL HWY STE B-230 BOCA RATON, FL 33487
		Debtor Business DUN:	04-819-0049

Secured Party or Creditor Information

Secured Party Name:	C T CORPORATION SYSTEM, AS REPRESENTATIVE	Secured Party Address:	330 N BRAND BLVD, SUITE 700; A GLENDALE, CA 91203
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[To Summary](#)

Filing Information

Filing Number:	202203552527	Full Filing Number:	202203552527
Filing Date:	11/7/2022	Expiration Date:	11/07/2027
Total Number of Filing Pages:	2		
Filing Type:	ORIGINAL		
		Filing State:	FL
Filing Office:	SECRETARY OF STATE/UCC DIVISION	Filing Office Location:	500 SOUTH BRONOUGH STREET TALLAHASSEE, FL 32399

Debtor Information

Debtor Name:	COOL DRAY, LLC	Debtor Address:	7601 N FEDERAL HWY STE B-230 BOCA RATON, FL 33487
		Debtor Business DUN:	10-502-5090
Debtor Name:	ZARIZ GROUP, LLC	Debtor Address:	7601 N FEDERAL HWY STE B-230 BOCA RATON, FL 33487
		Debtor Business DUN:	11-529-5233
Debtor Name:	ZARIZ LEASING, LLC	Debtor Address:	7601 N FEDERAL HWY STE B-230 BOCA RATON, FL 33487
		Debtor Business DUN:	11-530-3983
Debtor Name:	ZARIZ TRANSPORT INC.	Debtor Address:	5585 OLD DIXIE ROAD FOREST PARK, FL 30297
Debtor Name:	ZARIZ TRANSPORT INC.	Debtor Address:	678 DOREMUS AVE

		Debtor Business DUN:	NEWARK, NJ 07105 12-411-7352
Debtor Name:	ZARIZ TRANSPORT INC.	Debtor Address:	7601 N FEDERAL HWY STE B-230 BOCA RATON, FL 33487
		Debtor Business DUN:	04-819-0049

Secured Party or Creditor Information

Secured Party Name:	C T CORPORATION SYSTEM, AS REPRESENTATIVE	Secured Party Address:	330 N BRAND BLVD;SUITE 700; ATTN: SPRS GLENDALE, CA 91203
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[To Summary](#)**Filing Information**

Filing Number:	2211076730298	Full Filing Number:	2211076730298
Filing Date:	11/7/2022		
Filing Time:	1:55PM		
Filing Type:	ORIGINAL		
		Filing State:	NY
Filing Office:	SECRETARY OF STATE/UCC DIVISION	Filing Office Location:	162 WASHINGTON AVE ALBANY, NY 12210

Debtor Information

Debtor Name:	COOL DRAY, LLC	Debtor Address:	7601 N FEDERAL HWY STE B-230 BOCA RATON, FL 33487
		Debtor Business DUN:	10-502-5090
Debtor Name:	ZARIZ GROUP, LLC	Debtor Address:	7601 N FEDERAL HWY STE B-230 BOCA RATON, FL 33487
		Debtor Business DUN:	11-529-5233
Debtor Name:	ZARIZ LEASING, LLC	Debtor Address:	7601 N FEDERAL HWY STE B-230 BOCA RATON, FL 33487
		Debtor Business DUN:	11-530-3983
Debtor Name:	ZARIZ TRANSPORT INC.	Debtor Address:	5585 OLD DIXIE ROAD FOREST PARK, FL 30297
Debtor Name:	ZARIZ TRANSPORT INC.	Debtor Address:	678 DOREMUS AVE NEWARK, NJ 07105
		Debtor Business DUN:	12-411-7352
Debtor Name:	ZARIZ TRANSPORT INC.	Debtor Address:	7601 N FEDERAL HWY STE B-230 BOCA RATON, FL 33487
		Debtor Business DUN:	04-819-0049

Secured Party or Creditor Information

Secured Party Name:	C T CORPORATION SYSTEM, AS REPRESENTATIVE	Secured Party Address:	330 N BRAND BLVD, SUITE 700; ATTN: SPRS GLENDALE, CA 91203
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[To Summary](#)**Filing Information**

Filing Number:	56275070	Full Filing Number:	56275070
Filing Date:	11/7/2022		
Filing Type:	ORIGINAL		

Filing Office:	SECRETARY OF STATE/UCC DIVISION	Filing State:	NJ
		Filing Office Location:	315 W STATE ST TRENTON, NJ 08618

Debtor Information

Debtor Name:	COOL DRAY, LLC	Debtor Address:	7601 N FEDERAL HWY STE B- 230 BOCA RATON, FL 33487
		Debtor Business DUN:	10-502-5090

Debtor Name:	ZARIZ GROUP, LLC	Debtor Address:	7601 N FEDERAL HWY STE B- 230 BOCA RATON, FL 33487
		Debtor Business DUN:	11-529-5233

Debtor Name:	ZARIZ LEASING, LLC	Debtor Address:	7601 N FEDERAL HWY STE B- 230 BOCA RATON, FL 33487
		Debtor Business DUN:	11-530-3983

Debtor Name:	ZARIZ TRANSPORT INC.	Debtor Address:	5585 OLD DIXIE ROAD FOREST PARK, FL 30297
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Debtor Name:	ZARIZ TRANSPORT INC.	Debtor Address:	678 DOREMUS AVE NEWARK, NJ 07105
		Debtor Business DUN:	12-411-7352

Debtor Name:	ZARIZ TRANSPORT INC.	Debtor Address:	7601 N FEDERAL HWY STE B- 230 BOCA RATON, FL 33487
		Debtor Business DUN:	04-819-0049

Secured Party or Creditor Information

Secured Party Name:	C T CORPORATION SYSTEM, AS REPRESENTATIVE	Secured Party Address:	330 N BRAND BLVD;SUITE 700; ATTN: SPRS GLENDALE, CA 91203
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[To Summary](#)**Filing Information**

Filing Number:	56151712	Full Filing Number:	56151712
Filing Date:	8/26/2022		
Filing Type:	ORIGINAL		
		Filing State:	NJ
Filing Office:	SECRETARY OF STATE/UCC DIVISION	Filing Office Location:	315 W STATE ST TRENTON, NJ 08618

Debtor Information

Debtor Name:	ZARIZ TRANSPORT INC.	Debtor Address:	5585 OLD DIXIE ROAD FOREST PARK, GA 30297
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Secured Party or Creditor Information

Secured Party Name:	CROSSROADS EQUIPMENT LEASE AND FINANCE, LLC	Secured Party Address:	9385 HAVEN AVENUE RANCHO CUCAMONGA, CA 91730
		Secured Party Business DUNS:	78-829-2568

[To Summary](#)**Filing Information**

Filing Number:	56124330	Full Filing Number:	56124330
Filing Date:	8/10/2022		

Filing Type:	ORIGINAL	Filing State:	NJ
Filing Office:	SECRETARY OF STATE/UCC DIVISION	Filing Office Location:	315 W STATE ST TRENTON, NJ 08618

Debtor Information

Debtor Name:	YAAKOV ISRAEL GUZELGUL	Debtor Address:	400 DOREMUS AVE. NEWARK, NJ 07105
Debtor Name:	ZARIZ TRANSPORT INC.	Debtor Address:	400 DOREMUS AVE. NEWARK, NJ 07105
		Debtor Business DUN:	12-411-7352

Secured Party or Creditor Information

Secured Party Name:	VALIANT FINANCIAL SERVICES (USA) INC.	Secured Party Address:	2720 DUNDEE ROAD;STE 291 NORTHBROOK, IL 60062
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[To Summary](#)**Filing Information**

Filing Number:	722048012	Full Filing Number:	00722048012
Filing Date:	8/9/2022		
Filing Type:	ORIGINAL		
		Filing State:	GA
Filing Office:	BARROW COUNTY SUPERIOR COURT CLERKS OFFICE	Filing Office Location:	30 N BROAD ST WINDER, GA 30680

Debtor Information

Debtor Name:	COOL DRAY, LLC	Debtor Address:	7601 N FEDERAL HWY STE B- 230 BOCA RATON, FL 33487
		Debtor Business DUN:	10-502-5090
Debtor Name:	ZARIZ GROUP, LLC	Debtor Address:	7601 N FEDERAL HWY STE B- 230 BOCA RATON, FL 33487
		Debtor Business DUN:	11-529-5233
Debtor Name:	ZARIZ LEASING, LLC	Debtor Address:	7601 N FEDERAL HWY STE B- 230 BOCA RATON, FL 33487
Debtor Name:	ZARIZ TRANSPORT INC.	Debtor Address:	5585 OLD DIXIE ROAD FOREST PARK, FL 30297
Debtor Name:	ZARIZ TRANSPORT INC.	Debtor Address:	678 DOREMUS AVE NEWARK, NJ 07105
		Debtor Business DUN:	12-411-7352
Debtor Name:	ZARIZ TRANSPORT INC.	Debtor Address:	7601 N FEDERAL HWY STE B- 230 BOCA RATON, FL 33487
		Debtor Business DUN:	04-819-0049

Secured Party or Creditor Information

Secured Party Name:	C T CORPORATION SYSTEM, AS REPRESENTATIVE	Secured Party Address:	330 N BRAND BLVD, SUITE 700; A GLENDALE, CA 91203
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[To Summary](#)**Filing Information**

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Filing Number:	722047717	Full Filing Number:	00722047717
Filing Date:	8/8/2022		
Filing Type:	ORIGINAL		
		Filing State:	GA
Filing Office:	BARROW COUNTY SUPERIOR COURT CLERKS OFFICE	Filing Office Location:	30 N BROAD ST WINDER, GA 30680

Debtor Information

Debtor Name:	COOL DRAY, LLC	Debtor Address:	7601 NORTH FEDERAL HIGHWAY;SUI BOCA RATON, FL 33487
		Debtor Business DUN:	10-502-5090
Debtor Name:	ZARIZ TRANSPORT INC.	Debtor Address:	5585 OLD DIXIE ROAD FOREST PARK, GA 30297
Debtor Name:	ZARIZ TRANSPORT INC.	Debtor Address:	678 DOREMUS AVE NEWARK, NJ 07105
		Debtor Business DUN:	12-411-7352
Debtor Name:	ZARIZ TRANSPORT INC.	Debtor Address:	7601 N FEDERAL HWY STE B-230 BOCA RATON, FL 33487
		Debtor Business DUN:	04-819-0049

Secured Party or Creditor Information

Secured Party Name:	C T CORPORATION SYSTEM, AS REPRESENTATIVE	Secured Party Address:	330 N BRAND BLVD, SUITE 700; A GLENDALE, CA 91203
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[To Summary](#)**Filing Information**

Filing Number:	202202571906	Full Filing Number:	202202571906
Filing Date:	8/8/2022	Expiration Date:	08/08/2027
Total Number of Filing Pages:	2		
Filing Type:	ORIGINAL		
		Filing State:	FL
Filing Office:	SECRETARY OF STATE/UCC DIVISION	Filing Office Location:	500 SOUTH BRONOUGH STREET TALLAHASSEE, FL 32399

Debtor Information

Debtor Name:	COOL DRAY, LLC	Debtor Address:	7601 N FEDERAL HWY STE B-230 BOCA RATON, FL 33487
		Debtor Business DUN:	10-502-5090
Debtor Name:	ZARIZ GROUP, LLC	Debtor Address:	7601 N FEDERAL HWY STE B-230 BOCA RATON, FL 33487
		Debtor Business DUN:	11-529-5233
Debtor Name:	ZARIZ LEASING, LLC	Debtor Address:	7601 N FEDERAL HWY STE B-230 BOCA RATON, FL 33487
Debtor Name:	ZARIZ TRANSPORT INC.	Debtor Address:	5585 OLD DIXIE ROAD FOREST PARK, FL 30297
Debtor Name:	ZARIZ TRANSPORT INC.	Debtor Address:	678 DOREMUS AVE NEWARK, NJ 07105
		Debtor Business DUN:	12-411-7352
Debtor Name:	ZARIZ TRANSPORT INC.	Debtor Address:	7601 N FEDERAL HWY STE B-230

		Debtor Business DUN:	BOCA RATON, FL 33487 04-819-0049
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Secured Party or Creditor Information

Secured Party Name:	C T CORPORATION SYSTEM, AS REPRESENTATIVE	Secured Party Address:	330 N BRAND BLVD;SUITE 700; ATTN: SPRS GLENDALE, CA 91203
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[To Summary](#)**Filing Information**

Filing Number:	56119783	Full Filing Number:	56119783
Filing Date:	8/8/2022		
Filing Type:	ORIGINAL		
		Filing State:	NJ
Filing Office:	SECRETARY OF STATE/UCC DIVISION	Filing Office Location:	315 W STATE ST TRENTON, NJ 08618

Debtor Information

Debtor Name:	COOL DRAY, LLC	Debtor Address:	7601 N FEDERAL HWY STE B-230 BOCA RATON, FL 33487
		Debtor Business DUN:	10-502-5090

Debtor Name:	ZARIZ GROUP, LLC	Debtor Address:	7601 N FEDERAL HWY STE B-230 BOCA RATON, FL 33487
		Debtor Business DUN:	11-529-5233

Debtor Name:	ZARIZ LEASING, LLC	Debtor Address:	7601 N FEDERAL HWY STE B-230 BOCA RATON, FL 33487
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Debtor Name:	ZARIZ TRANSPORT INC.	Debtor Address:	5585 OLD DIXIE ROAD FOREST PARK, FL 30297
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Debtor Name:	ZARIZ TRANSPORT INC.	Debtor Address:	678 DOREMUS AVE NEWARK, NJ 07105
		Debtor Business DUN:	12-411-7352

Debtor Name:	ZARIZ TRANSPORT INC.	Debtor Address:	7601 N FEDERAL HWY STE B-230 BOCA RATON, FL 33487
		Debtor Business DUN:	04-819-0049

Secured Party or Creditor Information

Secured Party Name:	C T CORPORATION SYSTEM, AS REPRESENTATIVE	Secured Party Address:	330 N BRAND BLVD;SUITE 700; ATTN: SPRS GLENDALE, CA 91203
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[To Summary](#)**Filing Information**

Filing Number:	202202549770	Full Filing Number:	202202549770
Filing Date:	8/5/2022	Expiration Date:	08/05/2027
Total Number of Filing Pages:	2		
Filing Type:	ORIGINAL		
		Filing State:	FL
Filing Office:	SECRETARY OF STATE/UCC DIVISION	Filing Office Location:	500 SOUTH BRONOUGH STREET TALLAHASSEE, FL 32399

Debtor Information

Debtor Name:	COOL DRAY, LLC	Debtor Address:	7601 NORTH FEDERAL HIGHWAY;SUITE B-230 BOCA RATON, FL 33487
		Debtor Business DUN:	10-502-5090
Debtor Name:	ZARIZ TRANSPORT INC.	Debtor Address:	5585 OLD DIXIE ROAD FOREST PARK, GA 30297
Debtor Name:	ZARIZ TRANSPORT INC.	Debtor Address:	678 DOREMUS AVE NEWARK, NJ 07105
		Debtor Business DUN:	12-411-7352
Debtor Name:	ZARIZ TRANSPORT INC.	Debtor Address:	7601 N FEDERAL HWY STE B-230 BOCA RATON, FL 33487
		Debtor Business DUN:	04-819-0049

Secured Party or Creditor Information

Secured Party Name:	C T CORPORATION SYSTEM, AS REPRESENTATIVE	Secured Party Address:	330 N BRAND BLVD;SUITE 700; ATTN: SPRS GLENDALE, CA 91203
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[To Summary](#)

Filing Information

Filing Number:	56117253	Full Filing Number:	56117253
Filing Date:	8/5/2022		
Filing Type:	ORIGINAL		
		Filing State:	NJ
Filing Office:	SECRETARY OF STATE/UCC DIVISION	Filing Office Location:	315 W STATE ST TRENTON, NJ 08618

Debtor Information

Debtor Name:	COOL DRAY, LLC	Debtor Address:	7601 NORTH FEDERAL HIGHWAY;SUITE B-230 BOCA RATON, FL 33487
		Debtor Business DUN:	10-502-5090
Debtor Name:	ZARIZ TRANSPORT INC.	Debtor Address:	5585 OLD DIXIE ROAD FOREST PARK, GA 30297
Debtor Name:	ZARIZ TRANSPORT INC.	Debtor Address:	678 DOREMUS AVE NEWARK, NJ 07105
		Debtor Business DUN:	12-411-7352
Debtor Name:	ZARIZ TRANSPORT INC.	Debtor Address:	7601 N FEDERAL HWY STE B-230 BOCA RATON, FL 33487
		Debtor Business DUN:	04-819-0049

Secured Party or Creditor Information

Secured Party Name:	C T CORPORATION SYSTEM, AS REPRESENTATIVE	Secured Party Address:	330 N BRAND BLVD;SUITE 700; ATTN: SPRS GLENDALE, CA 91203
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[To Summary](#)

Filing Information

Filing Number:	55654773	Full Filing Number:	55654773
Filing Date:	12/28/2021		
Filing Type:	ORIGINAL		
		Filing State:	NJ
	SECRETARY OF STATE/UCC		315 W STATE ST

Filing Office:	DIVISION	Filing Office Location:	TRENTON, NJ 08618
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Debtor Information

Debtor Name:	ZARIZ TRANSPORT INC.	Debtor Address:	678 DOREMUS AVENUE NEWARK, NJ 07105
		Debtor Business DUN:	12-411-7352

Secured Party or Creditor Information

Secured Party Name:	C T CORPORATION SYSTEM, AS REPRESENTATIVE	Secured Party Address:	330 N BRAND BLVD, SUITE 700; ATTN: SPRS GLENDALE, CA 91203
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Criminal Records (11 Records)

[To Summary](#)

Case Information

Case Number:	08001102		
Case Category:	WEAPON OFFENSE		

Source Information

Record Date:	5/22/2008	Source:	STATE COURTS
		State:	NJ

Defendant Information

.V

Name:	JOSHUA A GROSS		
Misc Information:	[DEFNO]:001		

Offender Information

Offense Number:	1		
		Next of Kin Address:	
Citation Number:	2008007639		

Charge Information

Case Number:	08001102		
		Case Info:	[MUNIDOCNUMBER]:001; [CDRNUMBER]:W 20080001251421
		Offense Description:	NOT SPECIFIED
Disposition:	MUNIC REMAND/DOWNGR	Disposition Date:	5/22/2008
		County Jurisdiction:	MORRIS

Offense Number:	2		
		Next of Kin Address:	
Citation Number:	2008007639		

Charge Information

Case Number:	08001102		
		Case Comments:	[MUNICODE]:1421
			[MUNIDOCNUMBER]:001;
Charges Filed Date:	5/13/2008	Case Info:	[CDRNUMBER]:W 20080001251421
		Offense Description:	PROHIBITED WEAPONS AND DEVICES
		Offense Type:	WEAPON OFFENSE
		County Jurisdiction:	MORRIS

United States Court of Appeals
for the Fifth Circuit

No. 22-30582

United States Court of Appeals
Fifth Circuit

FILED

January 11, 2024

JEREMY EARNEST

Lyle W. Cayce

Clerk

Plaintiff,

versus

PALFINGER MARINE U S A, INCORPORATED,

Defendant—Appellant,

versus

SHELL OIL COMPANY,

Defendant—Appellee,

PATTY DUPRE, *Individually and on behalf of minor child*, D D; GAGE
DUPRE,

Plaintiffs,

versus

PALFINGER MARINE U S A, INCORPORATED,

Defendant/Cross-Claimant/Third Party Plaintiff—Appellant,

versus

00503

SHELL OIL COMPANY

Defendant/Cross-Defendant—Appellee,

SHELL OFFSHORE, INCORPORATED; SHELL EXPLORATION &
PRODUCTION COMPANY,

Third Party Defendants—Appellees,

DEVIN MARCEL, *Individually & on behalf of* GARY MARCEL ESTATE,

Plaintiff,

versus

PALFINGER MARINE U S A, INCORPORATED,

Defendant/Cross-Claimant/Third Party Plaintiff—Appellant,

versus

SHELL OFFSHORE, INCORPORATED,

Defendant/Cross-Defendant—Appellee,

SHELL EXPLORATION & PRODUCTION COMPANY; SHELL OIL
COMPANY,

Third Party Defendants—Appellees,

DANIEL J. LEBEOUF, JR.

Plaintiff,

versus

PALFINGER MARINE U S A, INCORPORATED,

Defendant—Appellant,

versus

SHELL OIL COMPANY,

Defendant—Appellee.

Appeal from the United States District Court
for the Western District of Louisiana
USDC Nos. 6:20-CV-685, 6:20-CV-756,
6:20-CV-773, 6:20-CV-813

Before SOUTHWICK, ENGELHARDT, and WILSON, *Circuit Judges*.

LESLIE H. SOUTHWICK, *Circuit Judge*:

Is a contract to inspect and repair lifeboats on an oil platform located on the Outer Continental Shelf a maritime contract? The answer matters because it affects whether indemnity might be owed by one corporate defendant to the other for payments to third parties. The district court held the contract was not a maritime one. We conclude it is. Further proceedings are necessary to determine whether indemnity must be paid. REVERSED and REMANDED.

FACTUAL AND PROCEDURAL BACKGROUND

This case arises from a tragic June 2019 accident when a lifeboat detached from an oil platform, killing two workers and injuring another. The accident occurred on the Auger Tension Leg Platform, which is owned and operated by Shell Offshore, Inc., Shell Exploration & Production Company, and Shell Oil Company (collectively, “Shell”). It is located about 130 miles off the Louisiana coast. The parties agree that the Auger is not itself a vessel. Palfinger Marine, USA, Inc. states that the Auger is “a floating [Outer

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Continental Shelf] facility” under the United States Coast Guard’s classifications, and it is not a vessel “because its legs are attached, even if only temporarily, to the seafloor.” This description may place the Auger in the category of “spars,” which are not vessels because they are anchored to the seabed and are not intended to be moved. *See Fields v. Pool Offshore, Inc.*, 182 F.3d 353, 355, 358 (5th Cir. 1999).

The platform contains ten lifeboats, as required by the Coast Guard, sufficient to evacuate all oil rig workers in case of an emergency. 46 C.F.R. § 108.525. Shell is required to maintain those lifeboats “in good working order and ready for immediate use at all times” and to conduct quarterly drills where “[e]ach lifeboat must be launched with its assigned operating crew aboard.” 46 C.F.R. §§ 109.213(d)(3), 109.301(a).

In 2018, Shell and Palfinger entered a Purchase Contract for goods and services pertaining to Shell’s lifeboats on the Auger Platform.¹ The Purchase Contract is akin to a master service contract. Under the contract, Palfinger agreed to provide annual inspections, maintenance, repairs of the lifeboats, and “5 year reoccurring cable change outs” of the davit systems used to launch the lifeboats from the platform. The contract also contains indemnity provisions, whereby Shell agreed to indemnify Palfinger for liabilities resulting from “death, injury, or disease” of any Shell employee. The provisions exclude any “liabilities that did not arise in connection with the contract” and “liabilities caused by [Palfinger’s] gross negligence . . . or wil[l]ful misconduct.”

¹ The lifeboats are substantial crafts called TEMPSCs — “totally enclosed motor propelled survival craft.” They are approximately 24 feet long, have a full-load capacity of 13,306 pounds, and can carry 33 persons.

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In June 2019, Palfinger performed inspections on several lifeboats, including Lifeboat 6, as well as five-year cable change-outs on Lifeboats 1 and 3. As provided in the Purchase Contract, a purchase order was executed for these services. The work was performed from the oil platform and inside the lifeboats, which were attached to the platform by cables. It was during this inspection that Palfinger noticed a corroded release cable on Lifeboat 6 and recommended the cable be replaced.² Palfinger nonetheless reported that “[a]ll systems [were] found to be [in] correct working order” and instructed Shell to place the “[life]boats back to service and made ready for use.”

A few weeks later, Shell conducted a quarterly drill of several lifeboats, including Lifeboat 6. The lifeboats were successfully launched from the platform. During the recovery of Lifeboat 6, the corroded cable failed, causing the lifeboat to fall 80 feet into the water. The two oil rig workers still on the lifeboat were killed. A third worker was injured.

The injured worker and families of the deceased workers filed suit against Palfinger and Shell. Palfinger asserted third-party indemnity claims against Shell under the Purchase Contract. The individuals’ claims were settled and are not at issue in this appeal. In the settlement agreement, Palfinger and Shell preserved Palfinger’s indemnity defense for appeal.

In district court, Shell and Palfinger filed cross-motions for partial summary judgment addressing the indemnity provisions in the Purchase Contract. The central disagreement was whether the Purchase Contract is a maritime contract. If the Purchase Contract is a maritime contract, then the indemnity provisions would be valid under maritime law. On the other hand, if the Purchase Contract is not maritime, Louisiana law would apply, making

² The parties dispute whether Palfinger informed Shell that the cable needed to be replaced. That dispute is not material to this appeal.

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the indemnity provisions unenforceable. The settlement agreement does not appear to concede that indemnity would be owed if the Purchase Contract is maritime. Our sole issue is the category in which to place the contract.

Applying this circuit’s test from *In re Larry Doiron, Inc.*, 879 F.3d 568 (5th Cir. 2018) (*en banc*), the district court held the Purchase Contract was not a maritime contract. The court granted Shell’s motion for partial summary judgment and denied Palfinger’s. This appeal timely followed.

DISCUSSION

The Plaintiffs’ claims arose under the Outer Continental Shelf Lands Act (“OCSLA”), giving the district court federal-question jurisdiction under 28 U.S.C. § 1331. *See Barker v. Hercules Offshore, Inc.*, 713 F.3d 208, 221 (5th Cir. 2013). We have appellate jurisdiction under 28 U.S.C. § 1291.

“We review a district court’s grant of summary judgment *de novo*, applying the same standards as the district court.” *Huskey v. Jones*, 45 F.4th 827, 830 (5th Cir. 2022) (citation omitted). “The court shall grant summary judgment if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law FED. R. CIV. P. 56(a). The genuine dispute here is legal, not factual.

I. Choice of law

The sole issue on appeal is whether Shell’s and Palfinger’s Purchase Contract was a maritime contract, which in this case dictates whether federal or state law applies under the OCSLA’s choice of law provision. 43 U.S.C. § 1333(a). In analyzing the issue, the district court relied on the *Rodrigue/PLT* test. *See Rodrigue v. Aetna Cas. & Sur. Co.*, 395 U.S. 352, 355–56 (1969); *Union Tex. Petroleum Corp. v. PLT Eng’g, Inc.*, 895 F.2d 1043, 1047 (5th Cir. 1990). Those authorities set out three requirements for state law to apply. “(1) The controversy must arise on a situs covered by OCSLA (i.e.

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the subsoil, seabed, or artific[i]al structures permanently or temporarily attached thereto). (2) Federal maritime law must not apply of its own force. (3) The state law must not be inconsistent with Federal law.” *PLT Eng’g*, 895 F.2d at 1047; *Grand Isle Shipyard, Inc. v. Seacor Marine, LLC*, 589 F.3d 778, 783 (5th Cir. 2009) (*en banc*).

The district court determined that all three requirements of the *Rodrigue/PLT* test were satisfied. In deciding the second requirement, whether federal maritime law applies of its own force, the district court relied on *Doiron*’s two-factor test for determining whether a contract relating to offshore oil and gas exploration and production is maritime. It reasoned that although “the Shell-Palfinger purchase and maintenance contract involved ‘services to facilitate the drilling or production of oil and gas on navigable waters,’ the record [did] not reflect that a vessel [would] play a substantial role in the completion of the contract.” The contract therefore was not maritime and federal maritime law did not apply of its own force.

The district court then held that Louisiana law applies. That rendered the Purchase Contract’s indemnity provision unenforceable under the Louisiana Anti-Indemnification Act, which precludes indemnity agreements pertaining to oil, gas, and certain mineral wells. La. R.S. 9:2780(B), (C).

On appeal, Palfinger does not challenge the district court’s decision regarding the first and third requirements of the *Rodrigue/PLT* test nor the consequences that would follow if Louisiana law applied. Instead, Palfinger challenges only the second requirement, whether federal maritime law would apply of its own force. What would cause it to apply of its own force is if the Purchase Contract is a maritime contract. *Barrios v. Centaur, LLC*, 942 F.3d 670, 675–76 (5th Cir. 2019).

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II. *Maritime contracts*

To begin our review, we consider how *Doiron* fits within the wider context of maritime law. We will then show how *Doiron* applies in this case.

a. *Maritime law and the Doiron test*

Doiron concerned a work order under a master service contract to perform “flow-back” services to remove obstructions hampering a gas well in the navigable waters of Louisiana. *Doiron*, 879 F.3d at 569–70. The contract did not require or contemplate the use of a vessel, but a barge equipped with a crane was later determined to be necessary to lift heavy equipment used to complete the work. *Id.* at 570. A worker injured by the crane sued the crane’s owner, and the issue on appeal concerned the master service contract’s indemnity provision. *Id.*

The *en banc* court acknowledged that Fifth Circuit caselaw distinguishing between maritime and nonmaritime contracts in the offshore oil field context has “been confusing and difficult to apply.” *Id.* at 571. Beginning in 1990, we had applied the six-factor test established in *Davis & Sons, Inc. v. Gulf Oil Corp.*, 919 F.2d 313, 316 (5th Cir. 1990).³ This multi-factor, fact-intensive test often “unduly complicate[d] the determination of whether a contract is maritime.” *Doiron*, 879 F.3d at 572. In *Doiron*, we sought to “simplify the is-this-contract-maritime inquiry” and “streamline” the six-factor test. *Barrios*, 942 F.3d at 678–79. We also endeavored to align our test with the Supreme Court’s decision in *Norfolk Southern Railway Co.*

³ The test was this: “(1) what does the specific work order in effect at the time of injury provide? 2) what work did the crew assigned under the work order actually do? 3) was the crew assigned to work aboard a vessel in navigable waters; 4) to what extent did the work being done relate to the mission of that vessel? 5) what was the principal work of the injured worker? and 6) what work was the injured worker actually doing at the time of injury?” *Davis & Sons*, 919 F.2d at 316.

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v. Kirby, 543 U.S. 14 (2004), which rejected the mixed-contract theory underlying the rationale of *Davis & Son*'s six-factor test. *Doiron*, 879 F.3d at 574–76. In doing so, we recognized *Kirby*'s emphasis that “the fundamental interest giving rise to maritime jurisdiction is the protection of maritime commerce.” *Id.* at 574 (quoting *Kirby*, 543 U.S. at 25).

Based on *Kirby*'s principles, we adopted a two-factor test for determining whether a contract is maritime in the context of offshore drilling:

First, is the contract one to provide services to facilitate the drilling or production of oil and gas on navigable waters? . . . Second, if the answer to the above question is “yes,” does the contract provide or do the parties expect that a vessel will play a substantial role in the completion of the contract?

Id. at 576.⁴ This test “removes from the calculus those prongs of the *Davis & Sons* test that are irrelevant, such as whether the service work itself is inherently maritime” and instead “places the focus on the contract and the expectations of the parties.” *Id.* at 576–77. We cautioned that some of the *Davis & Sons* considerations could still be relevant to the extent the scope of the contract and the parties' expectations are unclear. *Id.* at 577.

Applying this test, the *Doiron en banc* court held that the first factor was satisfied because the work order to remove obstructions from a gas well provided services to facilitate “the drilling or production of oil and gas on navigable waters from a vessel,” which precedent treated as “commercial maritime activity.” *Id.* at 575–76. Applying the second factor of whether a vessel would have a substantial role, we held the work order was nonmaritime because it did not provide for and the parties did not anticipate that a vessel

⁴ We have since expanded the test to include non-oil-and-gas-related activities, but such an expansion is irrelevant to this case. *Barrios*, 942 F.3d at 678–80.

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would be used to complete the work. *Id.* at 577. The crane barge was used only after “the crew encountered an unexpected problem,” and “[t]he use of the [barge] to lift the equipment was an insubstantial part of the job.” *Id.*

We now examine the admiralty law background to *Doiron* that allows us to understand some of its nuances.

b. The maritime voyage to Doiron

We start with the bedrock principle that whether a contract is maritime depends on “the nature and character of the contract,” which focuses on whether it references “maritime service[s] or maritime transactions.” *North Pac. S.S. Co. v. Hall Bros. Marine Ry. & Shipbuilding Co.*, 249 U.S. 119, 125 (1919); *Kirby*, 543 U.S. at 23–24. This requires a “conceptual rather than spatial approach,” under which we do not consider where formation or performance of the contract took place but instead evaluate the substance of the contract. *Kirby*, 543 U.S. at 23–24; *Kossick v. United Fruit Co.*, 365 U.S. 731, 735 (1961). “Admiralty is not concerned with the form of the action, but with its substance.” *Krauss Bros. Lumber Co. v. Dimon S.S. Corp.*, 290 U.S. 117, 124 (1933). The boundaries of this approach “have always been difficult to draw,” and “[p]recedent and usage are helpful insofar as they exclude or include certain common types of contract.” *Kossick*, 365 U.S. at 735.

A well-recognized treatise provides a useful summary of classical maritime contracts. *See* 1 BENEDICT ON ADMIRALTY § 182 (Joshua S. Force & Steven F. Friedell eds., 2023). “In general, a contract relating to a ship in its use as such, or to commerce or navigation on navigable waters, or to transportation by sea or to maritime employment is subject to maritime law and the case is one of admiralty jurisdiction, whether the contract is to be performed on land or water.” *Id.* Nonetheless, mere reference to ships or vessels is not enough. *Id.* Instead, “there must be a direct and substantial

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link between the contract and the operation of the ship, its navigation, or its management afloat, taking into account the needs of the shipping industry.” *Id.* Thus, “a contract to repair or to insure a ship is maritime, but a contract to build a ship is not.” *Kossick*, 365 U.S. at 735 (citations omitted); *see also North Pac. S.S. Co.*, 249 U.S. at 127 (distinguishing repair and construction). “It is well settled that a contract to repair a vessel is maritime.” *Alcoa S.S. Co. v. Charles Ferran & Co.*, 383 F.2d 46, 50 (5th Cir. 1967).

Next, we must account for the OCSLA, which was enacted in 1953. Pub. L. No. 83-212, 67 Stat. 462 (1953). The Act extends federal law to “all artificial islands” and “installations and other devices . . . attached to the seabed,” as well as other artificial structures in the Outer Continental Shelf. 43 U.S.C. § 1333(a)(1)(A). Congress chose not to treat oil and gas offshore platforms as vessels, but instead “as island[s] or as federal enclaves within a landlocked State.” *Rodrigue*, 395 U.S. at 361. The Act incorporates adjacent state law as federal law on these fictional enclaves, but only to the extent they are “not inconsistent with . . . other Federal laws.” § 1333(a)(2)(A). We have held that the OCSLA “does not oust admiralty law having a basis of applicability independent from the location of the platforms at sea.” *Kimble v. Noble Drilling Corp.*, 416 F.2d 847, 850 (5th Cir. 1969). Since *Rodrigue* and *Kimble*, we determine when admiralty or maritime law would apply of its own force, independent of the location of a controversy on an offshore platform.⁵

To make this determination in contract cases, “the principle underlying *Rodrigue* and *Kimble* precludes the application of maritime law

⁵ Before *Rodrigue*, we held that federal maritime law applied to incidents occurring from the production of resources on the Outer Continental Shelf because such “hazards . . . were essentially maritime in nature.” *Laredo Offshore Constructors, Inc. v. Hunt Oil Co.*, 754 F.2d 1223, 1230 (5th Cir. 1985) (citing *Pure Oil Co. v. Snipes*, 293 F.2d 60, 67–69 (5th Cir. 1961)). But *Rodrigue* rejected this construction of the OCSLA. *Id.*

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except in those cases where the subject matter of the controversy bears the type of significant relationship to traditional maritime activities necessary to invoke admiralty jurisdiction.” *Laredo Offshore Constructors, Inc. v. Hunt Oil Co.*, 754 F.2d 1223, 1231 (5th Cir. 1985). The panel in *Laredo* then cited to *Kossick* and *Benedict on Admiralty* for their discussion of traditional maritime activities that would invoke admiralty jurisdiction. *Id.* Those activities are the same as the ones discussed above, *i.e.*, contracts “relating to a ship in its use as such” and “to repair or to insure a ship,” among others. 1 BENEDICT ON ADMIRALTY § 182; *Kossick*, 365 U.S. at 735 (citations omitted).

Our approach to determining whether contracts involved traditional maritime activities was inconsistent and led to divergent results. *See Thurmond v. Delta Well Surveyors*, 836 F.2d 952, 957 (5th Cir. 1988) (Garwood, J., concurring). Inconsistencies multiplied because a “[d]etermination of the nature of a contract depends in part on historical treatment in the jurisprudence.” *Davis & Sons*, 919 F.2d at 316; *see Kossick*, 365 U.S. at 735. In attempting to reconcile these divergent results, whether a vessel had a substantial role in the work became a key factor. Seemingly comparable cases reached different results based on whether the role of a vessel was “inextricably intertwined with [the] maritime activities” of an offshore rig rather than “merely incidental” to them. *Compare Campbell v. Sonat Offshore Drilling, Inc.*, 979 F.2d 1115, 1123 (5th Cir. 1992), *with Domingue v. Ocean Drilling & Expl. Co.*, 923 F.2d 393, 397 & n.7 (5th Cir. 1991); *see also Hoda v. Rowan Cos.*, 419 F.3d 379, 381–83 (5th Cir. 2005).

Nearly 30 years of applying the *Davis & Sons* factors and reconciling our precedents led us astray from where our focus should have been.⁶ The

⁶ For example, the *Doiron* three-judge panel found that the use of the crane barge was “inextricably intertwined” with the operations of the gas well because it was “necessary” to execute the service contract. *In re Doiron*, 869 F.3d 338, 344–45 (5th Cir.

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central goal of whatever test is used has always been to determine whether the contract “bears the type of significant relationship to traditional maritime activities necessary to invoke admiralty jurisdiction.” *Laredo*, 754 F.2d at 1231. Our *en banc Doiron* decision, with the assistance of *Kirby*’s rejection of mixed-contract theory, provided a much-needed correction by focusing us on where *North Pacific* instructed over 100 years ago: “the nature and character of the contract” and its “reference to maritime service or maritime transactions.” *Doiron*, 879 F.3d at 574 (quoting *Kirby*, 543 U.S. at 24 (quoting *North Pac. S.S. Co.*, 249 U.S. at 125)). In none of our cases were the traditional maritime activities described in *Kossick* and *Benedict on Admiralty* discarded as irrelevant. *Laredo*, 754 F.2d at 1231.

In summary, the *Doiron* test determines whether maritime law applies of its own force through a contract bearing the type of significant relationship to traditional maritime activities necessary to invoke admiralty jurisdiction. The focus of this analysis is on the contract and the parties’ expectations, and the role of the vessel should be viewed in light of what is considered classically maritime.

III. *Application to the present case*

Palfinger’s Purchase Contract with Shell provided “services to facilitate the drilling or production of oil and gas on navigable waters.” *Doiron*, 879 F.3d at 576. The contract required annual inspections and repairs on the Auger Platform’s lifeboats and five-year cable changeouts of the davit systems tying the lifeboats to the rig, as well as other related tasks. These lifeboats, their inspection and testing, and the use of davits and

2017), *rev’d en banc*, 879 F.3d 568 (5th Cir. 2018). But as the *en banc* court explained, the contract did not call for and the parties did not expect that a vessel would be used. *Doiron*, 879 F.3d at 577.

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winches are all required by Coast Guard regulations for Shell to conduct its exploration and production operations. 46 C.F.R. §§ 108.500–108.597, 109.213, 109.301. That such operations could not occur without Palfinger’s services sufficiently establishes that the services facilitate the drilling or production of oil and gas. Similarly, we have held that services to decommission a well as required to obtain a drilling permit facilitated the drilling and production of oil and gas. *Crescent Energy Servs., LLC v. Carrizo Oil & Gas, Inc.*, 896 F.3d 350, 356–57 (5th Cir. 2018).

When the district court found that the Purchase Contract did not provide for and the parties did not expect that vessels would play a substantial role in performance, the court was considering only the *use* of a vessel. The *Doiron* test itself, though, does not refer to whether a vessel will be *used*. It focuses on whether the contract provides or the parties expect “a vessel will play a *substantial role* in the completion of the contract.” *Doiron*, 879 F.3d at 576 (emphasis added). The *Doiron* test allows a finding that a contract is maritime when a vessel is not the object of the contract. It does not require the opposite finding when the maintenance and repair of vessels are the purposes of the contract, as such are traditional maritime activities. See *Kossick*, 365 U.S. at 735; 1 BENEDICT ON ADMIRALTY § 182.

The remaining issue is whether lifeboats are vessels. The Palfinger-Shell Purchase Contract pertains solely to the lifeboats and the systems connecting them physically and operationally to the Auger Platform. The subject matter of the contract is the lifeboats and their operational readiness. Lifeboats are vessels in that they are “watercraft or other artificial contrivance used, or capable of being used, as a means of transportation on water.” 1 U.S.C. § 3. “[A] reasonable observer, looking to the [floating structure’s] physical characteristics and activities, would consider it designed to a practical degree for carrying people or things over water.” *Lozman v. City of Riviera Beach*, 568 U.S. 115, 121 (2013). It is therefore

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irrelevant that lifeboats can also be described as safety equipment, as all that would mean is that they are vessels that serve a safety purpose.

We conclude that the Purchase Contract is a classically maritime contract. *See Alcoa S.S. Co.*, 383 F.2d at 50. The district court decided otherwise. First, the court relied on where the work was conducted, *i.e.*, on the Auger Platform or on the lifeboats themselves. That is the type of spatial analysis that is inapplicable to maritime contracts, which requires a conceptual analysis. *Kirby*, 543 U.S. at 23–24. Instead, the “nature and character” of the contract is for the repair and maintenance of vessels necessary to support offshore drilling and production of oil and gas, *i.e.*, maritime commerce. *Doiron*, 879 F.3d at 575.

Second, the district court dismissed the involvement of lifeboats as vessels because it concluded that, like *Doiron*, the vessels were only incidental to the performance of the contract. Third, the district court reasoned that because Palfinger did not “use” the lifeboats to complete a substantial portion of the work, the Purchase Contract was not maritime. We discuss these two reasons together, because our response is the same to both.

The court’s focus on “use,” and not on whether a vessel will play a substantial role in the completion of the contract, made the lifeboats incidental when instead they are central to performance of this contract. The inspection, repair, and maintenance of the lifeboats are the reason for the purchase order under the Purchase Contract. It is certainly true that, in applying the actual factor of whether a vessel had a substantial role, *Doiron* discussed whether a vessel was “use[d]” to perform the work or whether the work was performed “from” a vessel. *Id.* at 573, 577. That discussion was appropriate based on the facts in *Doiron*. The overarching consideration, though, is whether it was contemplated “that a vessel would be necessary to

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perform the job.” *Id.* at 570. A contract for maintenance and repair of a vessel inevitably gives the vessel a substantial role. *Id.* at 576.

Doiron’s requirement that “a vessel will play a substantial role” in completing the contract, *id.*, incorporates the traditional view that “a contract relating to a ship in its use as such” is a maritime contract if “there [is] a direct and substantial link between the contract and the operation of the ship, its navigation, or its management afloat,” 1 BENEDICT ON ADMIRALTY § 182. In other words, *Doiron*’s test contemplates traditional maritime activities because it ensures that the relation of the contract to the vessel, *i.e.*, the vessel’s role, is substantial rather than incidental.

Finally, the district court held, and Shell argues, that the lifeboats themselves were not engaged in maritime commerce. *Kirby* instructs that the conceptual, as opposed to spatial, approach protects maritime commerce by “focusing our inquiry on whether the principal objective of a contract is maritime commerce.” *Kirby*, 543 U.S. at 25. Regardless of whether employing a lifeboat as a lifeboat means its passengers are engaged in maritime activity, the lifeboats are a required component of “drilling and production of oil and gas on navigable waters from a vessel[, which] is commercial maritime activity.” *Doiron*, 879 F.3d at 575. This factor asks “is the contract one to provide services to facilitate the drilling or production of oil and gas on navigable waters?” *Id.* at 576. In the oil and gas context, the first factor considers whether the contract’s purpose is to effectuate maritime commerce and the second ensures that the use of a vessel to do so is substantial instead of merely incidental. *Id.*; *Barrios*, 942 F.3d at 680.

In none of our cases have we required that the vessel itself be engaged in maritime commerce. *See, e.g., Crescent*, 896 F.3d at 361; *Hoda*, 419 F.3d at 383. Indeed, *Doiron* itself assumed the crane barge satisfied the first factor because its application was not even discussed. *Doiron*, 879 F.3d at 576–77.

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The offshore oil and gas drilling is what satisfied the first factor. *Id.* at 575, 577. Therefore, the *en banc* court reasonably found no need even to discuss the first factor — even though the second factor is relevant only after the answer to the first is “yes.” *Id.* at 576.

We REVERSE the district court’s decision and REMAND for additional proceedings consistent with this opinion.